

ACCESS EASEMENT

Adams County, Colorado a body politic, whose address is 4430 South Adams County Parkway, Brighton CO 80601, hereinafter referred to as "Grantor", being the owner of real property described on **Exhibit A** (the "Property"), hereby acknowledges receipt from Metro Water Recovery, hereinafter referred to as "Metro", the sum of one thousand and no/100 dollars (\$1,000.00) and other good and valuable consideration, the adequacy of which is acknowledges and confessed, and hereby grants and conveys to Metro, 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. Metro shall have and may exercise the right of ingress and egress, in a manner that causes the least damage and inconvenience to Grantor, in, to, over, through and across the Access Easement Area at any and all times deemed necessary or convenient by Metro to exercise the rights granted herein and may use the existing dirt road located within the Access Easement Area ("Road") for these purposes at all times convenient. Such access shall be allowed for personnel, materials, vehicles and equipment and may be used by Metro, its employees, and its authorized agents and contractors. Metro's access rights under this Agreement are intended to provide access between York Street and Metro's two parcels of real property described in the records of the Adams County, Colorado Clerk & Recorder at Book 1432, Page 114 (Reception Number 1968000834304) and at Reception Number 2020000069193 ("Benefitted Parcels") The parties understand and agree that Grantor may want to use some or all of the Access Easement Area as a park near the confluence of Clear Creek and the South Platte River, including a parking and entrance area, and the County agrees to reasonably confer with Metro concerning any activities on the Access Easement Area for this purpose prior to engaging in such activities. To the extent that any use of some or all of the Access is used by the County for these purposes after reasonable conferral of the Parties concerning these activities, nothing in this Agreement shall be interpreted as interfering with Grantor's right to do so.

2. Within the Access Easement Area, and without unreasonably interfering with County's ability to use the Property for parks and open space purposes, Metro may take such actions, as deemed necessary or desirable in the opinion of Metro, to allow access for vehicles, personnel, materials and equipment, and to keep the Access Easement Area free of obstacles or other conditions that impair the access rights granted herein. Metro shall reasonably maintain the surface of Road within the Access Easement Area in a condition that is at least as good as its condition as of the date of this Agreement. Each party shall be responsible to repair any damage it (or its employees, authorized agents, permittees and contractors) causes to the existing Road or to the Access Easement Area.

3. Subject to the preceding paragraph, Metro has the right, but not the obligation, at its sole cost, to improve the Road by grading, adding road stabilization material or other surface material and/or constructing necessary drainage facilities. Within the Access Easement Area, Metro will install a six-foot tall chain link access gate across the north/south width of the Access Easement Area, terminating at the existing fence to the south and ending at a post to be installed by Metro to the north as shown on **Exhibit A**. Both Grantor's and Metro's locks shall be placed

on the gate so that both parties, including any authorized third-party contractors doing work for either party, shall have independent access. Metro shall be solely responsible for obtaining any land use approvals or permits required for its improvements in the Access Easement Area. Prior to commencing any construction of a road or other improvements in the Access Easement Area, Metro shall submit plans to County for review, and County shall have 30 days to comment or object to said plans. The parties shall work together in good faith to ensure that no Metro improvements unreasonably interfere with use of the Property for parks and open space purposes.

4. Metro, at its sole cost, shall install or cause its contractors to install and utilize a Vehicle Tracking Control system ("VTC"). The VTC system will be installed where the Access Easement Area abuts York Street, at the approximate location indicated in **Exhibit A**, further detailed in **Exhibit C**, and shall remain in place.

5. Grantor shall not construct or install improvements or landscaping within the Access Easement Area without first submitting plans Metro to review, and Metro shall have 30 days to comment or object to said plans. The parties shall work together in good faith to ensure that no County improvements or landscaping unreasonably interfere with the access granted to Metro pursuant to this Agreement. 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 Metro in the exercise of its rights hereunder shall be replaced by Metro 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 Metro's locks can be placed on the gate if desirable.

6. Grantor shall provide to Metro, 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. However, Metro is accepting conveyance of access rights pursuant to this Agreement in the property's "as is" condition and without any warranties regarding the condition of the Access Easement Area or its fitness for Metro's purpose.

7. Metro shall require its general contractors to indemnify Grantor for any damages to persons or property caused by such contractor's use of or presence on the Access Easement Area. Metro's general contractors shall maintain commercial general liability insurance in the amount of at least one million dollars per occurrence, two million dollars aggregate; comprehensive automobile liability insurance in the amount of one million dollars per accident and bodily injury/property damage and personal injury protection as required by statute; all policies naming Grantor as an additional insured. Metro shall be responsible for its, and its employees, agents and contractors acts and omissions on the Access Easement Area. However, nothing in this Agreement shall be construed as waiving the parties' protections pursuant to the Colorado Governmental Immunity Act. Metro shall make timely payments to all workmen, materialmen, suppliers and subcontractors and take all other action necessary or advisable to keep the Access Easement Area free of liens of any type and character. Metro shall comply with all

applicable local, state and federal laws of any governmental body having jurisdiction over the Access Easement Area addressing pollution or protection of human health, natural resources or the environment and all such implementing regulations.

8. 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 materially interfere with Metro's rights herein granted. Grantor may use the roadway or other improvements constructed by Metro pursuant to this Agreement. However, Grantor shall be liable for any damage to the roadway and improvements beyond that caused by ordinary wear and tear, as determined by Metro in its reasonable discretion. Metro and Grantor acknowledge that the Access Easement Areas may be subject to public use, subject to Paragraph 1.

9. Grantor retains the right to the undisturbed use and occupancy of the Access Easement Area to the extent such use and occupancy does not interfere with Metro's use of the Access Easement Area, as permitted herein and subject to Grantor's use of the Access Easement Area further set forth in Paragraph 1.

10. In the event of a dispute regarding this Agreement, the parties shall pay their own attorney fees and costs.

11. If Metro, by written instrument, abandons or releases its rights herein granted and ceases to use the same, all right, title and interest of Metro 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 Metro 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 Metro at the time of the abandonment or release of Metro'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 Metro shall not constitute an abandonment of its rights under this Agreement.

12. 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. If Metro conveys any interest in all or any portion of the Benefitted Parcels to a public entity or utility provider, the grantee or lessee of that conveyance may also access the Road and the Access easement Area subject to the terms of this Agreement. However, this Agreement shall not be assigned, conveyed, or transferred to any person or entity other than a public entity or utility provider that owns, operates, and maintains the pump station for which access pursuant to this Agreement is being granted.

13. 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.

14. This Agreement may be executed in more than one counterpart, each of which shall be deemed as original, but all which shall constitute one and the same instrument. This Agreement shall be recorded with the Office of the Clerk and Recorder of Adams County, Colorado.

15. 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 Agreement must be in writing, signed by both Grantor and Metro.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Signed and delivered this ____ day of _____, 20__.

GRANTOR (Property Owner):
Adams County, Colorado
Board of County Commissioners

Its Chair

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by
Adams County, Colorado Board of County Commissioners, it's
Chair_____.

Witness my hand and official seal.

My commission expires:_____

Notary Public

(S E A L)

Accepted by:

METRO WATER RECOVERY

By: _____
William J. Conway, Metro Chief
Executive Officer

By: _____
Emily Jackson, Metro General Counsel

**Exhibit A –
The Property
(Including VTC & gate location)**



0	3/3/2022	RD	ACCESS ROAD AGREEMENT
REV	DATE	BY	DESCRIPTION

EXHIBIT A - The "Property"
Parcel 0171936300066



SOUTH THORNTON LIFT STATION

ACCESS ROAD AGREEMENT FIGURE

SHEET

FIG-1

Exhibit B –
The Access Easement Area

EXHIBIT B

LEGAL DESCRIPTION

The Access Easement Area

A permanent access easement being 25 feet in width containing 47,768 sq. ft. (1.09 acres), more or less, located in the SW 1/4 of Section 36, Township 2 South, Range 68 West, of the 6th Principal Meridian, in Adams County, Colorado, also being part of that certain parcel of land described in Book 857, Page 122 on July 25, 1960 on the records of the Adams County Clerk and Records Office, said permanent access easement being more particularly described as follows:

Commencing at the southwest corner of said Section 36, thence N. 10°52'20" E. a distance of 172.47 feet to the southwesterly corner of that certain parcel of land described in Book 857, Page 122 and the TRUE POINT OF BEGINNING;

Thence N. 00°01'15" W. along the westerly line of said certain parcel of land described in Book 857, Page 122, a distance of 27.19 feet;

Thence S. 66°53'21" E., departing said westerly line of said certain parcel of land described in Book 857, Page 122 through said parcel of land described in Book 857, Page 122, a distance of 435.52 feet;

Thence N. 89°55'09" E., continuing through said parcel of land described in Book 857, Page 122 and parallel with the south line of said SW 1/4 of Section 36, a distance of 1,475.44 feet;

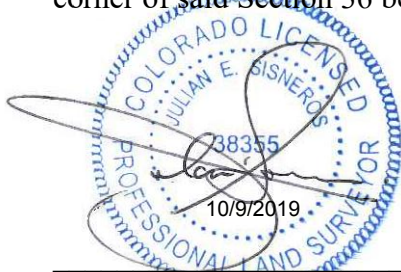
Thence S. 00°04'51" E., continuing through said parcel of land described in Book 857, Page 122, a distance of 25.00 feet to a point on said south line of said SW 1/4 of Section 36, same being the south line of said parcel of land described in Book 857, Page 122;

Thence S. 89°55'09" W., coincident with said south line of the SW 1/4 of Section 36 and said south line of that parcel of land described in Book 857, Page 122, a distance of 1,480.57 feet to an interior southwest corner of said parcel of land described in Book 857, Page 122, same being the southeast corner of that certain parcel of land described in Book 3677, Page 990 on May 30, 1990 on the records of the Adams County Clerk and Records Office;

Thence N66°53'21" W., departing said south line of the SW 1/4 of Section 36 and coincident with the southwesterly line of said parcel of land described in Book 857, Page 122 and the northeasterly line of said parcel of land described in Book 3677, Page 990, a distance of 429.98 feet to said TRUE POINT OF BEGINNING.

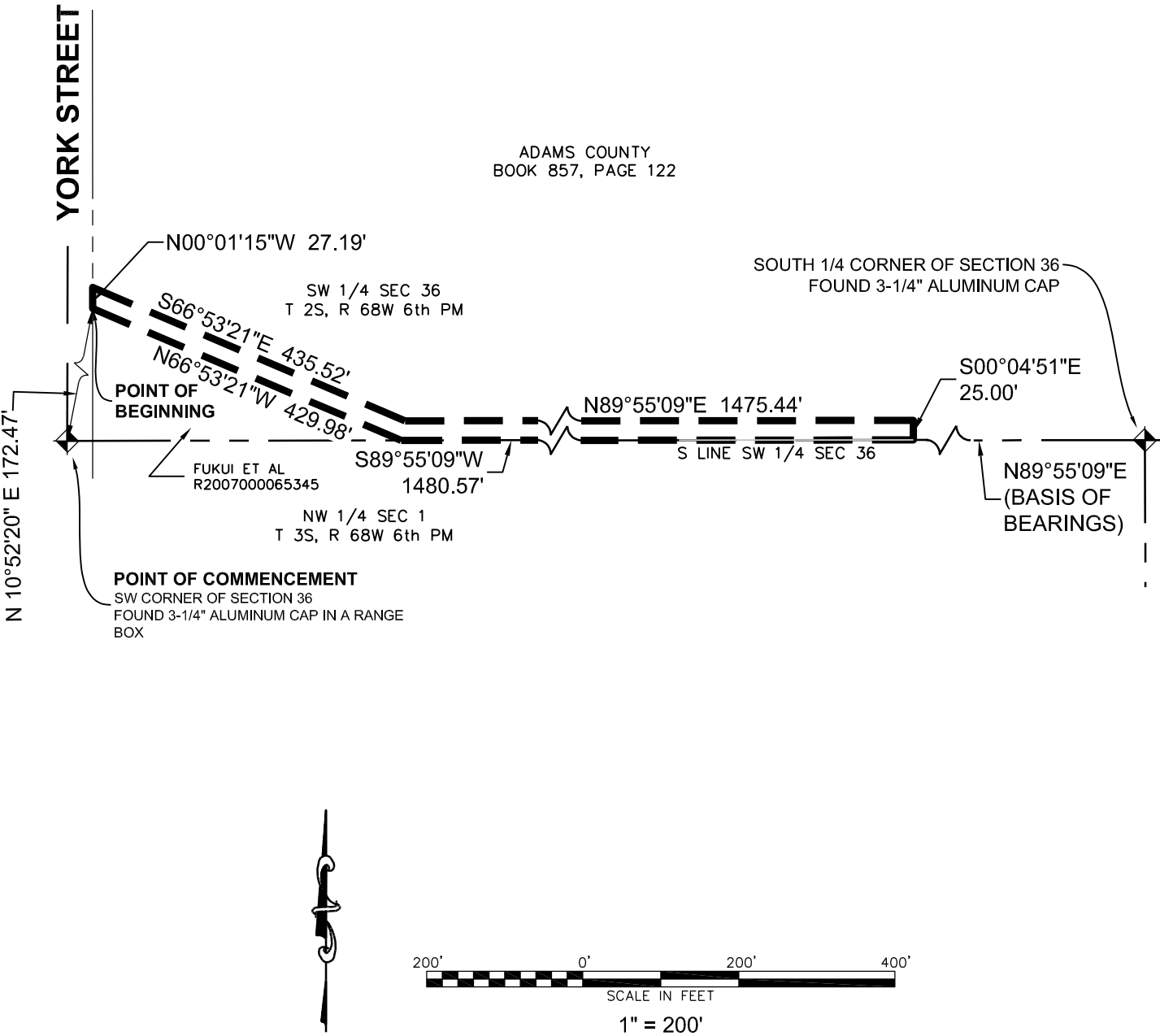
The above described permanent access easement contains 47,768 sq. ft. (1.09 acres), more or less.

Basis of Bearings: Bearings are based on the South line of the Southwest 1/4 of said Section 36, Township 2 South, Range 68 West, 6th Principal Meridian, between a 3-1/4" aluminum cap in a range box at the Southwest corner of said Section 36 and a 3-1/4" aluminum cap at the South 1/4 corner of said Section 36 being N. 89° 55' 09" E.



HCL Engineering & Surveying, LLC
Julian Sisneros, PLS 38355
5600 South Quebec St, Ste 205B
Greenwood Village, CO 80111
303-773-1605

SW 1/4 OF SECTION 36, TOWNSHIP 2 SOUTH,
RANGE 68 WEST, 6TH PM
----- ADAMS COUNTY, COLORADO -----



LEGEND



PROPOSED ACCESS EASEMENT
SECTION LINE
RIGHT-OF-WAY LINE

THIS IS NOT A MONUMENTED
BOUNDARY SURVEY. THIS
DOCUMENT IS INTENDED TO
DEPICT THE ACCOMPANIED
LEGAL DESCRIPTION ONLY.

PARCEL CONTAINS 1.09 ACRES± (47,768 SQ. FT.)

BASIS OF BEARINGS:
Bearings are based on the South line of the SW 1/4
of Section 36 between a 3-1/4" aluminum cap in
range box at the SW Corner and a 3-1/4" aluminum
cap at the S 1/4 Corner being N. 89° 55' 09" E.



HCL ENGINEERING & SURVEYING, L.L.C.
5600 S. QUEBEC ST., STE. 205B
GREENWOOD VILLAGE, CO 80111
PHONE: 303.773.1605
FAX: 303.773.3297
WWW.HCLENGINEERING.COM

EXHIBIT B ACCESS EASEMENT	
JOB NUMBER: 190020	
SHEET 2 OF 2	DRAWN BY: AHE
DATE: 9/11/19	CHECKED BY: JES

Exhibit C –
SM-4 Vehicle Tracking Control Information

Vehicle Tracking Control (VTC)

SM-4

Description

Vehicle tracking controls provide stabilized construction site access where vehicles exit the site onto paved public roads. An effective vehicle tracking control helps remove sediment (mud or dirt) from vehicles, reducing tracking onto the paved surface.



Photograph VTC-1. A vehicle tracking control pad constructed with properly sized rock reduces off-site sediment tracking.

Appropriate Uses

Implement a stabilized construction entrance or vehicle tracking control where frequent heavy vehicle traffic exits the construction site onto a paved roadway. An effective vehicle tracking control is particularly important during the following conditions:

- Wet weather periods when mud is easily tracked off site.
- During dry weather periods where dust is a concern.
- When poorly drained, clayey soils are present on site.

Although wheel washes are not required in designs of vehicle tracking controls, they may be needed at particularly muddy sites.

Design and Installation

Construct the vehicle tracking control on a level surface. Where feasible, grade the tracking control towards the construction site to reduce off-site runoff. Place signage, as needed, to direct construction vehicles to the designated exit through the vehicle tracking control. There are several different types of stabilized construction entrances including:

VTC-1. Aggregate Vehicle Tracking Control. This is a coarse-aggregate surfaced pad underlain by a geotextile. This is the most common vehicle tracking control, and when properly maintained can be effective at removing sediment from vehicle tires.

VTC-2. Vehicle Tracking Control with Construction Mat or Turf Reinforcement Mat. This type of control may be appropriate for site access at very small construction sites with low traffic volume over vegetated areas. Although this application does not typically remove sediment from vehicles, it helps protect existing vegetation and provides a stabilized entrance.

Vehicle Tracking Control	
Functions	
Erosion Control	Moderate
Sediment Control	Yes
Site/Material Management	Yes

VTC-3. Stabilized Construction Entrance/Exit with Wheel Wash. This is an aggregate pad, similar to VTC-1, but includes equipment for tire washing. The wheel wash equipment may be as simple as hand-held power washing equipment to more advance proprietary systems. When a wheel wash is provided, it is important to direct wash water to a sediment trap prior to discharge from the site.

Vehicle tracking controls are sometimes installed in combination with a sediment trap to treat runoff.

Maintenance and Removal

Inspect the area for degradation and replace aggregate or material used for a stabilized entrance/exit as needed. If the area becomes clogged and ponds water, remove and dispose of excess sediment or replace material with a fresh layer of aggregate as necessary.

With aggregate vehicle tracking controls, ensure rock and debris from this area do not enter the public right-of-way.

Remove sediment that is tracked onto the public right of way daily or more frequently as needed. Excess sediment in the roadway indicates that the stabilized construction entrance needs maintenance.

Ensure that drainage ditches at the entrance/exit area remain clear.

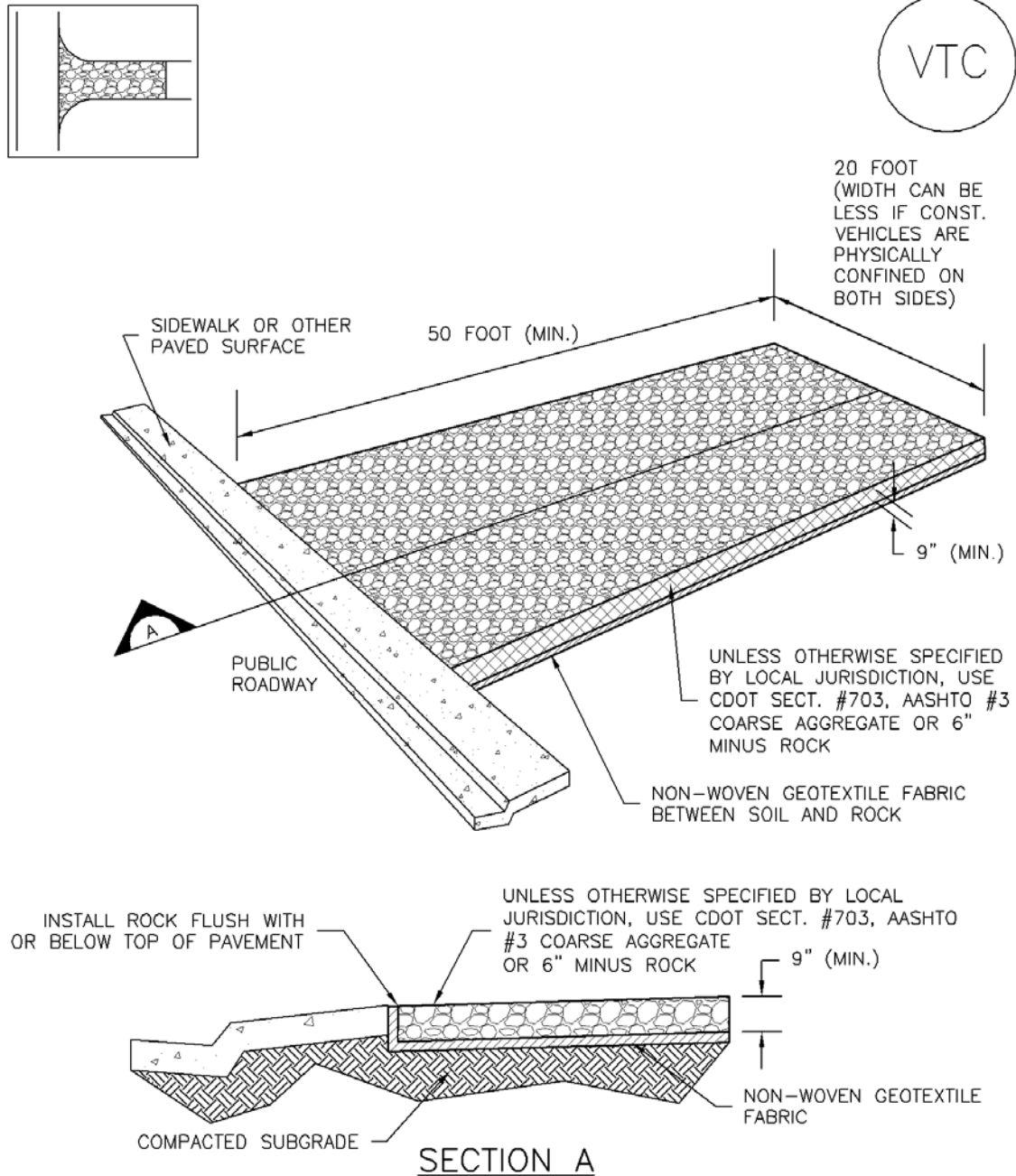
A stabilized entrance should be removed only when there is no longer the potential for vehicle tracking to occur. This is typically after the site has been stabilized.

When wheel wash equipment is used, be sure that the wash water is discharged to a sediment trap prior to discharge. Also inspect channels conveying the water from the wash area to the sediment trap and stabilize areas that may be eroding.

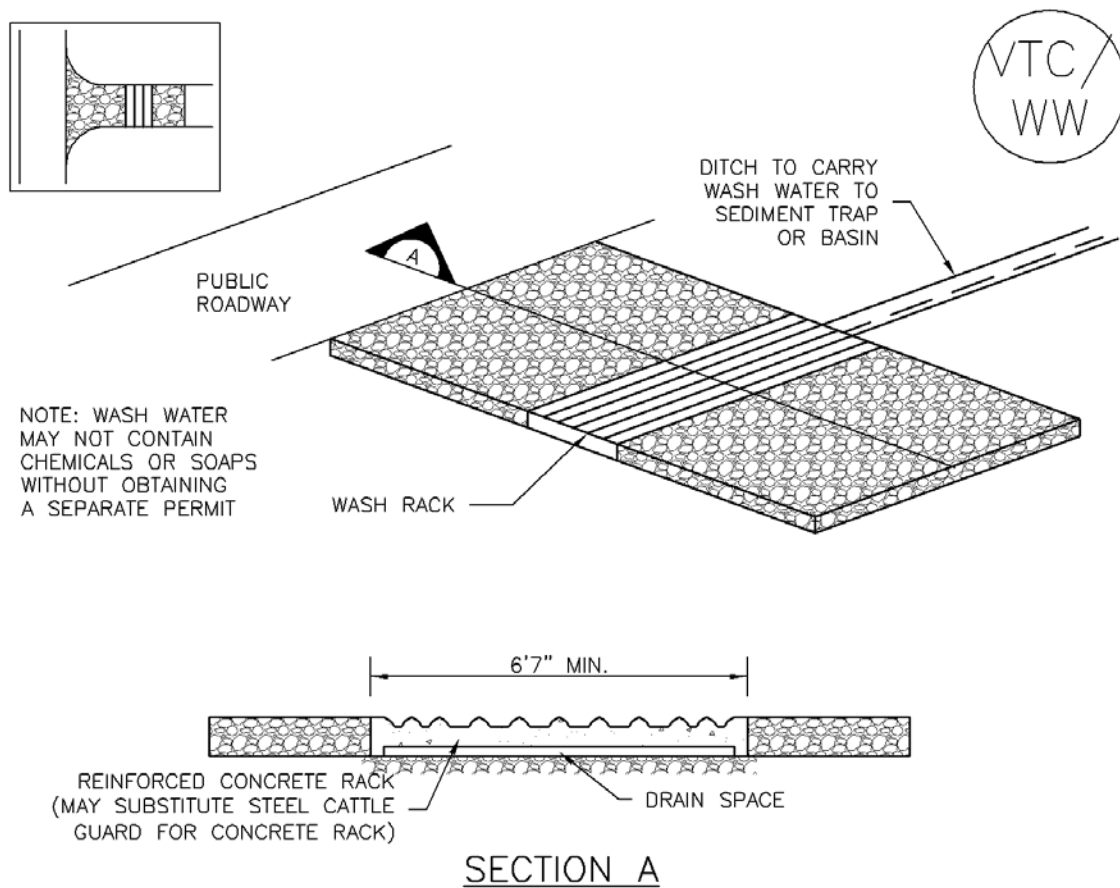
When a construction entrance/exit is removed, excess sediment from the aggregate should be removed and disposed of appropriately. The entrance should be promptly stabilized with a permanent surface following removal, typically by paving.



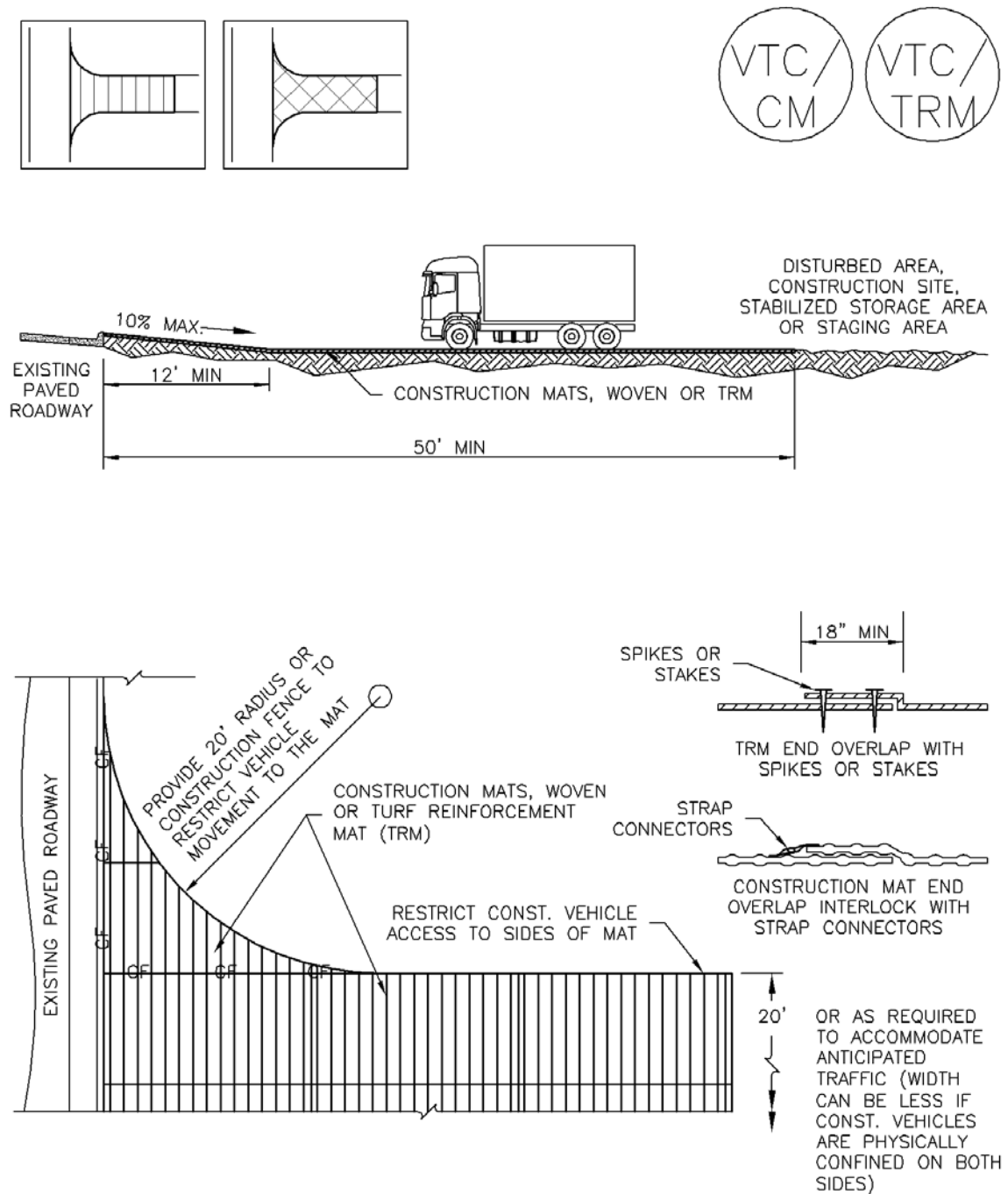
Photograph VTC-2. A vehicle tracking control pad with wheel wash facility. Photo courtesy of Tom Gore.



VTC-1. AGGREGATE VEHICLE TRACKING CONTROL



VTC-2. AGGREGATE VEHICLE TRACKING CONTROL WITH WASH RACK



VTC-3. VEHICLE TRACKING CONTROL W/ CONSTRUCTION MAT OR TURF REINFORCEMENT MAT (TRM)

STABILIZED CONSTRUCTION ENTRANCE/EXIT INSTALLATION NOTES

1. SEE PLAN VIEW FOR
 - LOCATION OF CONSTRUCTION ENTRANCE(S)/EXIT(S).
 - TYPE OF CONSTRUCTION ENTRANCE(S)/EXITS(S) (WITH/WITHOUT WHEEL WASH, CONSTRUCTION MAT OR TRM).
2. CONSTRUCTION MAT OR TRM STABILIZED CONSTRUCTION ENTRANCES ARE ONLY TO BE USED ON SHORT DURATION PROJECTS (TYPICALLY RANGING FROM A WEEK TO A MONTH) WHERE THERE WILL BE LIMITED VEHICULAR ACCESS.
3. A STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE LOCATED AT ALL ACCESS POINTS WHERE VEHICLES ACCESS THE CONSTRUCTION SITE FROM PAVED RIGHT-OF-WAYS.
4. STABILIZED CONSTRUCTION ENTRANCE/EXIT SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITIES.
5. A NON-WOVEN GEOTEXTILE FABRIC SHALL BE PLACED UNDER THE STABILIZED CONSTRUCTION ENTRANCE/EXIT PRIOR TO THE PLACEMENT OF ROCK.
6. UNLESS OTHERWISE SPECIFIED BY LOCAL JURISDICTION, ROCK SHALL CONSIST OF DOT SECT. #703, AASHTO #3 COARSE AGGREGATE OR 6" (MINUS) ROCK.

STABILIZED CONSTRUCTION ENTRANCE/EXIT MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.
2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.
3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.
4. ROCK SHALL BE REAPPLIED OR REGRADED AS NECESSARY TO THE STABILIZED ENTRANCE/EXIT TO MAINTAIN A CONSISTENT DEPTH.
5. SEDIMENT TRACKED ONTO PAVED ROADS IS TO BE REMOVED THROUGHOUT THE DAY AND AT THE END OF THE DAY BY SHOVELING OR SWEEPING. SEDIMENT MAY NOT BE WASHED DOWN STORM SEWER DRAINS.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM CITY OF BROOMFIELD, COLORADO, NOT AVAILABLE IN AUTOCAD)