

ACCESS AND MAINTENANCE EASEMENT

THIS GRANT OF EASEMENT, is made this ____ day of _____, 2017, between the County of Adams, State of Colorado, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 ("Grantor"), and the City of Thornton, Colorado, a Colorado municipal corporation, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee"). Grantor and Grantee may be individually referred to as a "Party" and collectively referred to herein as "Parties."

Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and the promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants and conveys to Grantee, its successors and assigns, an access and maintenance easement ("Easement") to, on, under and over the properties described in Exhibits A and B attached hereto and incorporated herein by this reference (the "Easement Properties") for the construction, operation and maintenance, including replacement, reconstruction, improvement, inspection, repair, survey and testing of drainage pipes and outfall structures necessary to drain surface and storm water from Grantee's West Sprat Platte Reservoir to the South Platte River and the performance of all necessary activities and appurtenances thereto on, over, under, and through the Easement Properties. ("Improvements").

1. Grantor further grants to the Grantee:

A. The right from time to time to enlarge, improve, reconstruct, relocate and replace the Improvements or other appurtenances constructed hereunder or placed within the Easement Properties;

B. The right of entry and ingress and egress through, to, in, on, over, across and along the Grantor's property for the purpose of exercising the rights herein granted;

C. The right to mark the location of the Easement Properties by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations, which will not interfere with any reasonable use Grantor shall make of said Easement Properties.

2. Grantor reserves the right to use and occupy the Easement Properties for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee's Improvements or otherwise interfere with Grantee's rights hereunder. Grantor's South Platte River Trail ("Regional Trail") is currently located on the Easement Properties. The Regional Trail is a pre-existing and allowed use of the Easement Properties. Grantee shall not damage, close, re-locate, or otherwise interfere with the Regional Trail. In the event Grantee wishes to temporarily close the Regional Trail in order to perform work allowed by this Easement, Grantee must seek Grantor's written approval, which shall not be unreasonably withheld, and which shall require Grantee to provide a detour route for the Regional Trail that is acceptable to Grantor, in Grantor's sole discretion. The Parties further agree that the uses of said Easement Properties by Grantor and the agreements concerning those uses shall be as follows:

A. Except as otherwise provided in this Easement, Grantor shall not erect or construct any building or other structure, or drill or operate any well, or construct any permanent obstruction, or decrease or substantially increase ground level, or allow the installation of other utilities, in said Easement without obtaining the specific written permission of the Grantee, which shall not be unreasonably withheld;

B. Grantor shall take no action that would impair or in any way decrease or substantially increase the ground level, or the lateral or subjacent support for the Improvements without obtaining the specific written permission of the Grantee, which shall not be unreasonably withheld;

C. In the event the terms of this Easement are violated by the Grantor, its employees or contractors, such violation shall be immediately corrected and eliminated upon receipt of notice from the Grantee, and if not corrected, the Grantee shall have the right to correct and eliminate such violation. The Grantee reserves the right to do all acts necessary to immediately remedy any emergency or situation that may arise that disrupts or affects use of the Easement.

3. The Grantee shall restore or repair the Easement Properties to their original condition or as close thereto as possible, except as necessarily modified to accommodate the Improvements, any damages caused on said Easement, particularly to the Regional Trail, arising out of the construction or reconstruction, maintenance and repair of said Improvements in the exercise of the rights hereby provided to the Grantee.

4. The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns, so long as the Improvements are maintained and operated by Grantee, its successors or assigns. If Grantee permanently abandons and ceases to use the Easement herein granted, all of Grantee's right, title and interest in the premises shall revert to the then owner of the underlying Easement Properties, and Grantee shall execute such documents as reasonably requested by Grantor to clear title to the Easement Properties.

5. The Parties agree that the Grantee, with the written approval of Grantor, which shall not be unreasonably withheld, has the right to convey the easement described herein to other parties so long as such grant is consistent with the terms of this Easement.

6. The Parties hereto agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either party, or its agents or employees, hereto.

7. All of the covenants herein contained shall be binding upon and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, successors and assigns.

8. Grantee shall be solely responsible for all costs associated with the installation and maintenance/repair/replacement/improvement of the Improvements. Subject to and without waiving any of the rights and protections provided under the Colorado Governmental Immunity

CITY OF THORNTON, COLORADO

ATTEST:

Senior Assistant City Attorney

STATE OF COLORADO)
)ss.
COUNTY OF ADAMS)

The foregoing instrument was acknowledged before me this ____ day of _____ 2017, by Brett Henry, Executive Director-Infrastructure, City of Thornton, State of Colorado.

WITNESS my hand and official seal.

My commission expires:_____

NOTARY PUBLIC

Exhibit A
(Description of Easement Property)

Exhibit B
(Description of Easement Property)