

PERMISSION TO ENTER PROPERTY AND RIGHT OF ENTRY AGREEMENT

Property Address/Location:

SW ¼ of Section 19 and W ½ of SE ¼, Section 19, T2S, R67W, Adams County, Colorado and more particularly described in attached Exhibit A (Property)

Property Owner(s) or Authorized Representative:

County of Adams, State of Colorado (County)

Lessee(s) if applicable:

Metro Wastewater Reclamation District (Metro)

For the sum of \$ 10.00, which amount constitutes good and sufficient consideration for the rights granted herein, the receipt of which is acknowledged, the County hereby grant(s) permission to Metro, its contractors, agents, employees and all others deemed necessary by Metro to enter the Property, on one or more occasions, in order to perform the following described work and related activities from May 1, 2017 through December 31, 2019

DESCRIPTION OF PROPOSED WORK

- Perform land surveying activities including: recovery of and measurements to horizontal and vertical survey marks; topographic surveys which includes the modeling of ground terrain and measuring and mapping of physical features; the placement of temporary survey stakes or project control markers; and marking underground utilities and coordinating with subcontractors and utility locators (if any), using temporary paint, flags, and/or stakes for the purpose of surveying locations. At the request of the County, all temporary markers, stakes, etc. will be removed from premises upon completion of surveys.
- Stage materials and equipment on the Property for use in constructing improvements on other areas outside of the Property per plans approved by the County. Metro shall return the surface of the Property to its original or better condition as it was before entry onto the Property. The ground surface shall be revegetated and maintained for a period of one year after seeding or until surface has established vegetation capable of preventing erosion, whichever period is longer

Entry onto the Property provided by this Agreement is at the sole liability of Metro and Metro shall be responsible for any injury or damage (including any personal injury, death or damage to property) which is caused by such entry or use.

The parties hereto agree that: 1) nothing herein shall make the County responsible for the payment of any professional fees or contractor charges for any work undertaken by Metro; 2) Metro shall not permit any mechanic's liens to be recorded against the Property by its contractors performing work on the Property; and 3) the parties' rights, remedies and responsibilities with respect to Metro's entry onto, and activities associated with the Property are to be governed and limited by this Agreement.

Metro shall notify the County at least forty-eight (48) hours prior to any entry onto the Property, and be allowed to place a lock on one or more access points to allow entry of Metro and contractor personnel.

The benefits, burdens, and terms and obligations of this Agreement shall extend to and be binding upon the successors or assigns of the parties.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS,
OF THE COUNTY OF ADAMS, STATE OF
COLORADO

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

ATTEST:
STAN MARTIN
CLERK AND RECORDER

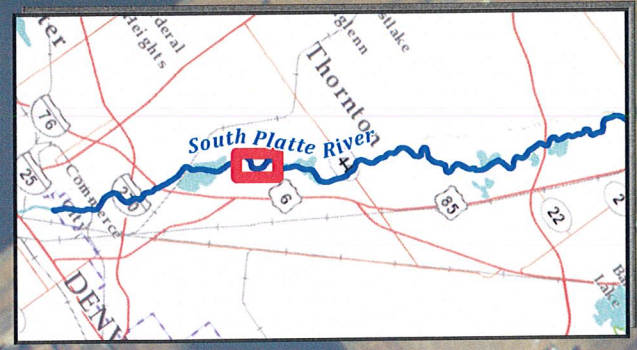
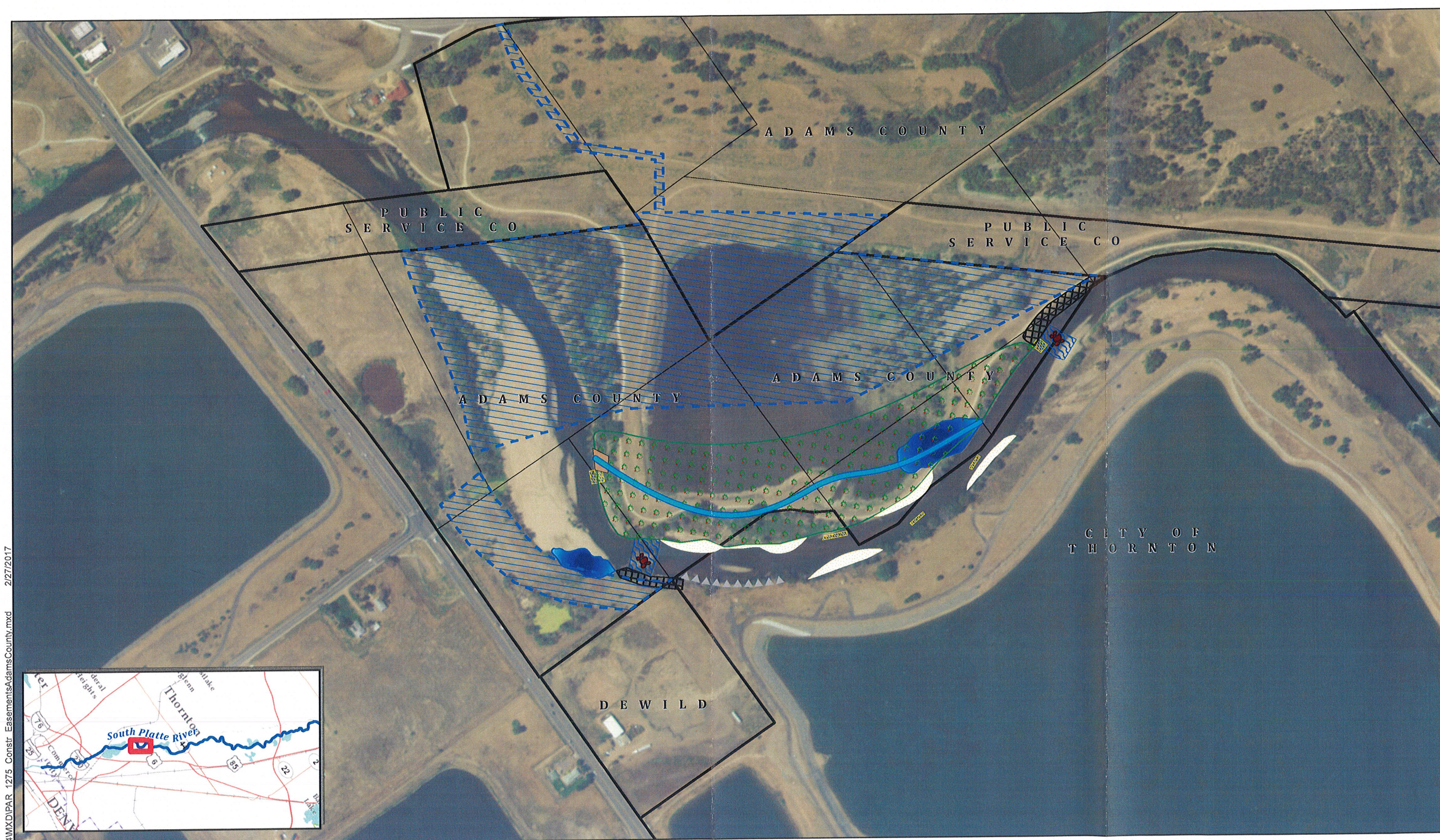
Deputy Clerk

Metro Wastewater Reclamation District:

MC Catherine R. Gerali
Signature
Catherine R. Gerali
Print Name
District Manager
Title

April 25, 2017
Date

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Aerial Imagery: USDA FSA
NAIP 2015

	Parcel Boundaries		Backwater Pond
	Adams County Access Area		Snag or Woody Debris
	Boulder Cluster		Regrade and Vegetate
	Secondary Channel		Bank Protection
	Spur Dikes		Inlet Weir
	Constructed Riffle		Constructed Gravel Bar

EXHIBIT A

1 inch = 350 feet