

GRANT OF PERMANENT EASEMENT
Sanitary Sewer Easement – Adams County

This Grant of Permanent Easement (hereinafter "Easement Agreement") is entered into this ____ day of _____, 2018, by and between THE COUNTY OF ADAMS, STATE OF COLORADO, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601 (hereinafter "GRANTOR"), and THE CITY OF BRIGHTON, COLORADO, a Colorado home rule municipality having its address at 500 South 4th Avenue, Brighton, Colorado 80601 (hereinafter "CITY" or "GRANTEE"), as follows (GRANTOR and GRANTEE are sometimes referred to collectively as the "Parties"):

WHEREAS, the CITY is a Colorado home rule municipality existing under and by virtue of the laws of the State of Colorado, and is authorized, *inter alia*, to acquire easements in real property necessary to the public functions and operations of the CITY; and

WHEREAS, GRANTOR represents and warrants that GRANTOR is the owner in fee simple of that certain parcel of real property more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Property"), and that GRANTOR is authorized and empowered to grant and convey the easements and interests specified herein, and that such conveyance is free and clear of any liens or encumbrances that would interfere with the intended public use of such easements; and

WHEREAS, CITY desires to acquire from GRANTOR, and GRANTOR desires to grant and convey unto the CITY, on the terms set forth herein, a permanent right of occupancy, access and use for the Property, and in particular, that certain non-exclusive permanent easement on, over, under, through, across and upon the Property, in order to provide for the construction, installation, and ongoing maintenance, operation, repair and replacement by the CITY, in perpetuity, of certain public improvements including sanitary sewer lines, maintenance and access roads and related appurtenances, and other necessary improvements as the CITY may determine (collectively, the "Public Improvements"), to be located on the Property described in Exhibit A, attached hereto and incorporated herein by reference.

NOW, THEREFORE, in consideration of the foregoing Recitals which are incorporated by reference, and the payment to GRANTOR of Ten Dollars (\$10.00) and other valuable consideration, and for the mutual covenants herein exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, GRANTOR hereby grants, bargains, sells, conveys, transfers and assigns to the CITY, its successors and assigns, in perpetuity, a non-exclusive permanent easement on, over, under, through, and across the Property described in Exhibit A (hereinafter, the "Permanent Easement") for the construction, installation, operation, maintenance, use, alteration, reconstruction, replacement, inspection, improvement, removal, cleaning and repair of the Public Improvements, together with all the rights and privileges reasonably necessary or convenient for the full use and enjoyment of the rights and purposes contemplated herein.

FURTHER, the Parties hereto mutually covenant and agree as follows:

1. CITY shall exercise the rights and privileges granted hereunder with due care, and during construction or repair activities shall use reasonable efforts to minimize the actual area of the Permanent Easement disrupted; shall locate and protect any existing underground or above-ground utility lines and appurtenances; shall provide temporary construction fencing around all excavated areas during construction, maintenance or repair; and, within a commercially reasonable time after construction of the Public Improvements or any maintenance, repair or replacement thereof, shall clear the Permanent Easement of all construction debris, re-vegetate or re-pave the surface of the Permanent Easement as appropriate, and replace and properly compact any soils that have been excavated from the Property or otherwise disturbed by such construction, maintenance, or repair.
2. Unless approved by the City in writing, the GRANTOR shall not locate or place within the Permanent Easement any personal property, vehicle, structure or other long-term, permanent or semi-permanent improvement, including but not limited to outbuildings, trees, shrubs, fences, walls or the like, such as would obstruct the area of the Easement or materially interfere with the ongoing operation, use and maintenance of the Public Improvements in any way, or such as would unreasonably interfere with the CITY's ongoing access, occupancy, use and maintenance of the Public Improvements and Permanent Easement as provided herein. In connection herewith, GRANTOR hereby grants to the CITY such temporary construction easements and temporary rights of access and use of the Property as depicted in Exhibit A, as may be reasonably necessary for the CITY to access the Permanent Easement from time to time for construction, repair and maintenance purposes.
3. At all times during construction or repair, CITY shall require its contractors or construction agents to provide and maintain all insurance required by the CITY's contract(s) with such agents or contractors, including endorsements naming GRANTOR as additional insured if so required.
4. CITY shall not suffer or permit any mechanic's lien, or other lien, to be filed against the Property, or any part thereof, by reason of work, labor, services, or materials supplied, or claimed to have been supplied, to CITY and/or its contractors or agents hereunder, or anyone claiming by, through or under CITY and/or its contractors or agents hereunder.
5. CITY is relying on, and does not waive nor intend to waive by any provision of this Easement Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, as amended from time to time ("Act"), or any other limitation or defense otherwise available to CITY and its officers or agents.
6. This Easement Agreement embodies the entire agreement between GRANTOR and CITY relating to the subject matter hereof, and shall extend to and bind the Parties and their respective agents, officers, employees, administrators, personal representatives, heirs, successors, and/or assigns in perpetuity.

7. This Easement Agreement is made in and shall be construed in accordance with the laws of the State of Colorado.

8. GRANTOR, for itself and its successors and assigns does hereby covenant and agree that this Easement Agreement shall attach to and run with the Property in perpetuity, and shall be binding upon GRANTOR and its heirs, personal representatives, successors and assigns, and any other person or entity claiming by, through or under GRANTOR. This Easement Agreement may be recorded by the CITY at the CITY's expense in the real property records of Adams County, Colorado.

9. The Permanent Easement and the rights and privileges granted to CITY hereunder are perpetual for the public purposes outlined herein.

IN WITNESS WHEREOF, the Parties have set their hands and seals.

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

ACCEPTED BY THE CITY OF BRIGHTON:

By _____
Philip Rodriguez, City Manager

ATTEST:
NATALIE HOEL, CITY CLERK