

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into as of this ___ day of _____20___, by and between Arapahoe County Public Airport Authority (the “Grantor”), whose address is 7800 South Peoria Street, Englewood, Colorado 80112 and the Arapahoe County Water and Wastewater Authority (the “Grantee”), whose address is 13031 E. Caley Avenue, Centennial, CO 80111.

1. Grant FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns a perpetual non-exclusive easement (the “Easement”), in, to, through, over, under and across that certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Premises”) for (i) vehicular and pedestrian ingress and egress and (ii) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain water, sanitary sewer and storm sewer improvements, including lines and mains, manholes, conduits, ventilators, lampholes, cables, electrical facilities and apparatus, landscaping improvements, riprap, boulders, wingwalls, drop structures, channel improvements and related improvements and appurtenances thereto (collectively, the “Improvements”) in, to, through, over, under and across the Premises, subject and pursuant to the terms and conditions set forth herein.

2. Limitations on Use. The Grantor shall not construct or place any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or plant or locate any landscaping features, trees or shrubs, on any part of the Premises without having first obtained the prior written consent of the Grantee, which consent shall not be unreasonably withheld if Grantor’s proposed improvements will not interfere with the Grantee’s use of the Easement granted hereby; provided that, (i) the Grantor may plant vegetation within the Premises without such consent so long as no plants, trees or shrubs exceed 48" in height at maturity and the root system of the vegetation will not interfere with or damage the Improvements, and (ii) the Grantor may pave the surface of the Premises without such consent. Any structure or building, fencing, streetlight, power pole, yard light, mailbox or sign, whether temporary or permanent, or any pavement, curb, gutter, landscaping features, trees or shrubs situated on the Premises as of the date of this Agreement or subsequently placed thereon may be removed by the Grantee without liability for damages arising therefrom. Additionally, if the Grantor violates these restrictions or if Grantor’s actions cause damage to Grantee’s Improvements, the Grantor will be liable for the cost to correct such violation or damage.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement subject to the following

Grantor, being a political subdivision of the State and subject to certain requirements of the Federal Aviation Administration (“FAA”) by and through its regulations and grant assurances, is responsible for maintaining the safe operating environment of the airport within which the Easement is located. Therefore, access to the airport environs (including without limitation the Easement) is subject to the following:

A. Standard Operational Procedures.

1. Contact Grantor's staff a minimum of 24 hours before access to the Easement is required, except in emergency situations.
2. Any access to the airport Air Operations Area may require a full-time escort from operations.
3. Work performed on the airport must comply with all applicable FAA requirements including, but not limited to Part 77, and with all airport construction standards.
4. Grantor will have the right to suspend work, as it deems necessary, to ensure the safe operation of the airport.

B. Emergency Procedures.

1. Notice of an emergency requiring immediate access to Grantor's property shall be given to Grantor's staff at the time that the emergency is discovered.
2. Grantor's staff shall accommodate Grantee's request for emergency access as soon as possible, to balance the public health and safety issues related to the emergency without jeopardizing the safety of airport operations.

4. Restoration. Upon completion of any of its activities which disturb the surface of the Premises, the Grantee shall restore the grade of the Premises to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from installations by the Grantee shall be removed from the Premises at the sole expense of the Grantee.

5. Maintenance. Grantee shall maintain the Improvements at its sole expense. Aesthetic maintenance (including but not limited to the mowing of lawns, grasses and the trimming of bushes and shrubs) shall not be performed by Grantee.

6. Certain Reserved Rights. Except as otherwise provided in this Agreement, the Grantor reserves the rights to use the Premises and to grant further easement interests in the Premises to other grantees so long as (i) such interests and uses do not materially or unreasonably interfere with the use of the Grantee, as determined by Grantee, its successors and assigns as permitted herein, and (ii) Grantor does not allow any other utility lines or facilities to be located within six feet (6') of any Improvements without obtaining Grantee's prior written consent.

7. Subjacent and Lateral Support; Earth Cover. The Grantee shall have the right of subjacent and lateral support for the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements.

8. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.

9. Title. The Grantor represents and warrants that it owns the Premises in fee simple and has full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid. The Grantor, for itself, its heirs, personal representatives, successors and assigns, does covenant and agree that it shall warrant and forever defend the Grantee in its quiet and peaceful possession of the Premises against all and every person or persons lawfully claiming or to claim the whole or any part thereof, by, through or under Grantor.

10. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land.

11. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party in such litigation, arbitration or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.

12. Section Headings. The section headings contained herein are included for reference purposes only.

13. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

14. Governmental Immunity. The Grantor, Grantee and their respective commissioners, directors, officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights or immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., as the same may be amended.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

_____, a

By: _____

Name: _____

Title: _____

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of August 2019,
by _____ as Manager of the Arapahoe County Water and Wastewater Authority.

Witness my hand and official seal.

Notary Public

My Commission Expires: _____

[SEAL]

Preliminary Web Documents

**EXHIBIT A
Premises**

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Litt leton, Colorado 80122 Phone: (303)713-1898
Fax: (303)713-1897
www.aztecconsultants.com

SCALE: DATE:

Preliminary Web Documents

(Exhibit B)

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT is made and entered into by and between _____ (“Developer”) and the Arapahoe County Water and Wastewater Authority (“ACWWA”) for Project _____.

RECITALS

WHEREAS, Developer desires to construct certain water and/or sewer facilities for connection to the ACWWA water and/or sewer systems (“Facilities”), which Facilities are described in the ACWWA approved plans entitled _____ (“Plans”) and approved and dated _____ by ACWWA’s Development Review Consultant; and

WHEREAS, such Facilities are to be constructed in accordance with the Plans as approved by ACWWA’s Development Review Consultant and the Rules and Regulations of ACWWA.

COVENANTS

NOW, THEREFORE, for and in consideration of the premises and promises contained herein, Developer and ACWWA agree as follows:

1. Developer shall build the Facilities in accordance with the ACWWA-approved Plans.

2. Developer shall comply with the Rules and Regulations of ACWWA, including, but not limited to, ACWWA Rules and Regulations concerning plans and specifications, permits, inspections, and warranties.

3. a. Developer agrees that it shall provide and maintain a letter of credit or cash deposit (collectively "Financial Guarantee") to secure its obligations under this Agreement as required by, and conforming to, ACWWA Rule 4.8.3 in an initial amount not less than \$_____ for the Facilities identified in the ACWWA approved Plans and the construction cost estimate, attached hereto as Exhibit A (Cost Estimate), to secure all performance, payment, and warranty obligations. The applicable Financial Guarantee shall be in effect beginning no later than _____ and expiring no sooner than the date that ACWWA finally accepts the Facilities as provided in the ACWWA Rules and Regulations.

b. If Developer fails to perform its obligations under this Agreement or the ACWWA Rules and Regulations, then ACWWA may determine that Developer is in default of such obligations and ACWWA may draw on the Financial Guarantee.

c. The Financial Guarantee shall hold the Authority harmless for payment to Applicant's contractor, and shall indemnify the Authority for any loss or damage that may directly or indirectly be occasioned by the construction and/or installation of any water,

non-potable water, or sewer mains. In addition, Applicant shall indemnify the Authority for any loss or damage that may directly or indirectly be occasioned by the construction and/or installation of any water, non-potable water, or sewer mains over and above the amount of any Financial Guarantee.

4. This Agreement shall be construed in accordance with the laws of the State of Colorado. Venue for any action to enforce this Agreement shall be exclusive in the county in which the Facilities are to be located.

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Preliminary Web Documents

IN WITNESS WHEREOF, the Developer and ACWWA have executed this Agreement to be effective as of the _____ day of _____, 20____.

DEVELOPER:

ARAPAHOE COUNTY WATER AND
WASTEWATER AUTHORITY

By: _____

By: _____

Its: _____

Its: _____

Preliminary Web Documents

ACCESS AGREEMENT

THIS ACCESS AGREEMENT is made and entered into as of this _____ day, _____, between the ARAPAHOE COUNTY WATER AND WASTEWATER AUTHORITY, a political subdivision of the State of Colorado (“ACWWA”) and _____, a _____, its successors and assigns (collectively _____).

WHEREAS, ACWWA desires to have 24/7 access to the _____ property located

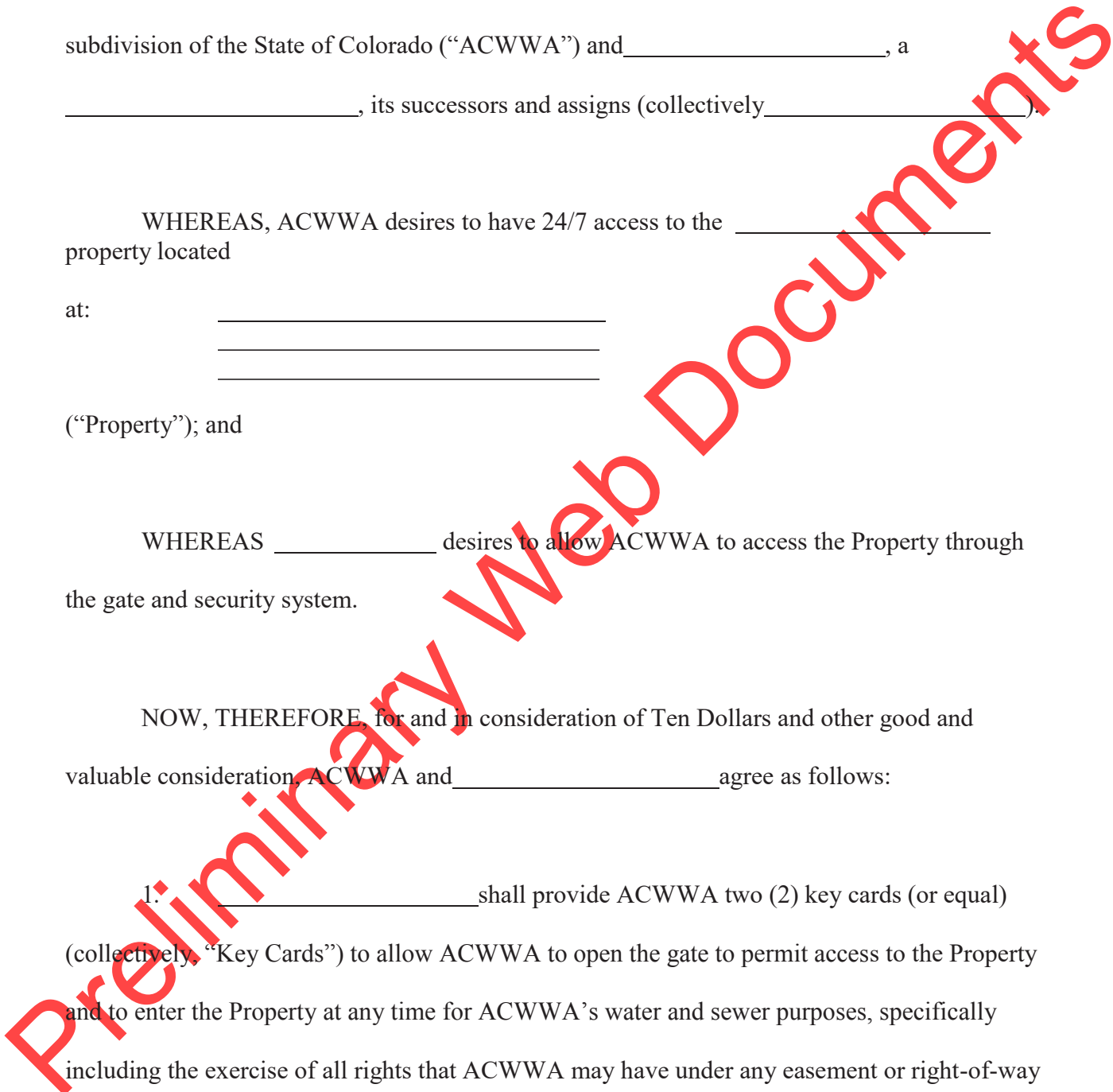
at: _____

(“Property”); and

WHEREAS _____ desires to allow ACWWA to access the Property through the gate and security system.

NOW, THEREFORE, for and in consideration of Ten Dollars and other good and valuable consideration, ACWWA and _____ agree as follows:

1. _____ shall provide ACWWA two (2) key cards (or equal) (collectively, “Key Cards”) to allow ACWWA to open the gate to permit access to the Property and to enter the Property at any time for ACWWA’s water and sewer purposes, specifically including the exercise of all rights that ACWWA may have under any easement or right-of-way that extends on, through, under, over or across the Property.



2. At such time as _____ may change the access codes for the gate, _____ shall promptly provide new Key Cards to ACWWA to allow continued access.

3. With ACWWA's consent, "Legal Owner Name" may substitute a specially-constructed box, rather than Key Cards, that would allow ACWWA access to the Property notwithstanding changes in Key Cards, technology, or codes.

4. ACWWA shall inform _____ if a Key Card is lost, stolen, or otherwise unavailable to allow _____ to deactivate the Key Card and reissue a replacement Key Card promptly.

5. This Agreement shall become effective upon execution by the Parties. It may be terminated by either Party on thirty (30) days written notice to the other Party; however, any termination shall NOT impair any rights that ACWWA may enjoy under any easement, right-of-way, or other interest in real property.

ARAPAHOE COUNTY WATER AND WASTEWATER
AUTHORITY

By: General Manager

APPLICANT

By: _____
Name: _____
Title: _____

