

## PERMANENT FENCE EASEMENT

KNOW ALL MEN BY THESE PRESENT:

That **Allied Waste Transportation, Inc.**, a Delaware corporation, whose address is 18500 N Allied Way, Phoenix, AZ 85054, Attn: Chief Legal Officer, hereinafter called "Grantor", for and in consideration of and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to the **COUNTY OF ADAMS, STATE OF COLORADO**, a body politic, whose address is 4430 South Adams County Parkway, Brighton, Colorado 80601, Attn: FFM-Real Property Manager, hereinafter "County", its successors and assigns, a permanent, non-exclusive easement ten feet (10') wide for the purpose of installing, accessing, operating, maintaining, replacing, enlarging, reconstructing, improving, inspecting, repairing, and removing a permanent fence initially comprised of chain link which is no less than six feet (6') tall, including a gate of the same height and material and appurtenances thereto (collectively, the "Fence") and for the purpose of grading the area around the Fence as may from time to time be required (the "Easement") on, over, across, and through that portion of Grantor's real property located at 5075 E 74<sup>th</sup> Avenue, Commerce City, Colorado, and commonly known as Adams County Parcel Number 0172131403004

("Grantor's Property"), the location of which Easement is described and depicted on:

Exhibit "A", attached hereto and incorporated by this reference (the "Easement Area").

If Grantee fails to maintain any portion of the Fence in accordance with the terms and conditions of this agreement, Grantor may issue a written notice to Grantee detailing the deficiency (a "Deficiency Notice"). Grantee shall have 45 days from its receipt of the Deficiency Notice to correct the deficiency. If Grantee fails to correct the deficiency within such 45-day period, Grantor shall have the right to correct the deficiency.

In consideration of County's obligation to maintain the Fence, Grantor covenants and agrees that no permanent buildings or structures will be placed, erected, installed or permitted upon the Easement Area by or at the behest of Grantor and that Grantor will not construct any obstructions within the Easement Area that would prevent the proper maintenance and use of said Fence. Notwithstanding these prohibitions, Grantor may, at its sole cost, install and maintain EV charging stations and parking places within the Easement Area in locations approved in writing by County. Grantor shall pay County for any damage Grantor or its agents causes to the Fence.

In further consideration of Grantor granting this Easement, County agrees that all work performed by the County, its successors and assigns, in connection with this Easement shall be done with care, and County shall restore the surface of the Easement Area to its original condition, or as close thereto as possible, except as necessarily modified to accommodate the Fence. County agrees that it will access the Easement Area from County's adjacent property. Any damages caused on said Easement Area arising out County's construction or reconstruction, maintenance, and repair of the Fences shall be restored by County reasonably similar to its original condition following completion of the work performed. County shall own and maintain the Fence and perform all work at its sole cost. County shall provide Grantor with at least 48 hours' prior written notice of any work to be performed within the Easement Area unless there is an emergency threatening life, property, or public safety.

Notwithstanding anything to the contrary set forth in this agreement, County accepts the Easement on an "as-is, where is" basis without any representations or warranties of any kind whatsoever.

County acknowledges that Grantor's conveyance of the Easement is subject to the senior rights of existing recorded easements and other matters of record affecting Grantor's Property. County agrees to coordinate any work it performs within the Easement Area with the holders of such existing easements to ensure that County's work does not infringe upon the rights of such easement holders or damage any facilities located within such existing easements.

*[Signatures appear on the pages following.]*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Permanent Fence Agreement effective as of \_\_\_\_\_, 2024.

**GRANTOR: ALLIED WASTE TRANSPORTATION, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Adrienne W. Wilhoit, Vice President

STATE OF ARIZONA )

)§

COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of December, 2024, by Adrienne W. Wilhoit, as Vice President of Allied Waste Transportation, Inc., a Delaware corporation, on behalf of the corporation.

IN WITNESS WHEREOF, I have hereto set my hand and official seal.



\_\_\_\_\_  
Notary Public

My commission expires: 2/2/25



**EXHIBIT "A"**  
**DEPICTION OF EASEMENT AREA**

**EXHIBIT "A"**  
**EASEMENT AREA DESCRIPTION**

A PORTION OF LOT 1, AMENDED HONNEN TRACT, FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER AT FILE 16 MAP 198, SAID PARCEL IS LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 31, TOWNSHIP 2 SOUTH, RANGE 67 WEST OF THE 6<sup>TH</sup> PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO DESCRIBED AS FOLLOWS:

**BASIS OF BEARINGS:**

BEARINGS ARE BASED ON THE EAST LINE OF LOT 1, HONNEN TRACT FILING 2 AMENDMENT 1 SUBDIVISION, WHICH BEARS NORTH 00°20'21" WEST, MONUMENTED AT THE SOUTH BY A FOUND 1" YELLOW PLASTIC CAP STAMPED PLS 6973 AND AT THE NORTH BY A FOUND BARE #8 REBAR.

**COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, AMENDED HONNEN TRACT, AND THE POINT OF BEGINNING,**

THENCE ALONG THE WEST LINE OF SAID LOT 1, AMENDED HONNEN TRACT, NORTH 00°20'21" WEST, A DISTANCE OF 823.31 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°39'39" EAST, A DISTANCE OF 10.00 FEET;

THENCE SOUTH 00°20'21" EAST, A DISTANCE OF 823.29 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 1;

THENCE ALONG THE SOUTH LINE OF SAID LOT 1, SOUTH 89°33'39" WEST, A DISTANCE OF 10.00 FEET TO THE SOUTHWEST CORNER OF LOT 1, AMENDED HONNEN TRACT, AND **THE POINT OF BEGINNING.**

CONTAINING 0.1890 ACRES (8,233 SQUARE FEET) OF LAND, MORE OR LESS.



**NOTES:**

1. SEE THE ATTACHED EXHIBIT "A" BY WHICH THIS REFERENCE IS MADE PART HEREOF.
2. THIS DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
3. BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "VRS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106).
4. DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.99979199.

PREPARED BY: JASON WINECKI PLS  
DATE PREPARED: 04/02/24  
FOR AND ON BEHALF OF ACKLAM, INC.,  
133 S. 27<sup>TH</sup> AVENUE, BRIGHTON CO 80601  
303.659.6267  
Easement Exhibit  
PRINTED: 4/3/2024 3:53:00 PM Jason Winecki, PLS

REVISIONS			
NO.	DATE	BY	DESCRIPTION

HILLEN HOLDINGS, LLC  
REC. NO. 2020000121920  
LOT 1, DAHLIA INDUSTRIAL PARK AMENDED  
REC. NO. 1987020743947  
APN: 0172131406006

FOUND  
#8 REBAR  
(NO CAP)

L2

PROPERTY LINE



0' 100' 200'  
SCALE: 1"=100'

SE 1/4 SECTION 31  
T2S R67W 6TH PM

ALLIED WASTE TRANSPORTATION INC.  
C/O PROPERTY TAX DEPARTMENT  
REC. NO. C1274533  
LOT 1  
AMENDED HONNEN TRACT  
REC. NO. B545816  
APN: 0172131403004

COUNTY OF ADAMS  
REC. NO. 2008000050944  
LOT 1  
HONNEN TRACT FILING 2,  
AMENDMENT 1 SUBDIVISION  
REC. NO. 2021000003373  
APN: 0172131406006

L1

L3

(BASIS OF BEARINGS)  
N 00°20'21" W 823.31'

EASEMENT AREA  
8,233 SQ. FT.  
0.1890 ACRES

LINE	BEARING	DISTANCE
L1	N 00°20'21" W	823.31'
L2	N 89°39'39" E	10.00'
L3	S 00°20'21" E	823.29'
L4	S 89°33'39" W	10.00'

P.O.B.

FOUND  
1" YELLOW PLASTIC CAP  
PLS 6973

R.O.W. LINE (TYP.)

L4

COLORADO STATE HIGHWAY NO. 224  
(A.K.A. 74TH AVENUE)  
(R.O.W. WIDTH VARIES)



NOTES

- THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE ACKLAM, INC. HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS OF WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
- THIS EXHIBIT IS NOT A LAND SURVEY PLAT OR IMPROVEMENT SURVEY PLAT. EXCEPT FOR THE EASEMENT/RIGHT OF WAY DEPICTED HEREON IT IS NOT TO BE RELIED UPON FOR THE DIVISION OF LAND, ESTABLISHMENT OF ANY LAND BOUNDARY, FENCE, BUILDING, OR OTHER FUTURE IMPROVEMENT LINES.
- BEARINGS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS VIA "RTS NOW" POSITIONING SYSTEM AND/OR THE ONLINE POSITIONING USER SERVICE OFFERED BY THE N.G.S. AND PROJECTED TO "COLORADO COORDINATE SYSTEM OF 1983 NORTH ZONE" (C.R.S. 38-52-105 & 106). DISTANCES SHOWN HEREON ARE IN US SURVEY FEET GRID. THE COMBINED FACTOR USED TO OBTAIN THE GRID DISTANCES IS 0.99979189.
- NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
- THIS EXHIBIT WAS PREPARED BY JASON WINICK, PLS 38814, FOR AND ON BEHALF OF ACKLAM, INC. 133 S. 27TH AVENUE, BRIGHTON, CO 80601.
- SEE THE ATTACHED DESCRIPTION BY WHICH THIS REFERENCE IS MADE HEREOF.

**Acklam, Inc.**  
133 S. 27th Avenue  
Brighton, CO 80601

COUNTY OF ADAMS  
EXHIBIT "A" ILLUSTRATION  
SE 1/4 SECTION 31, T2S, R67W 6TH PM,  
CITY OF COMMERCE CITY, ADAMS COUNTY, COLORADO

SCALE: 1"=100'  
DATE: 04/02/24 JAW  
JOB NO.: 249006  
JOB NAME: ACKLAM/ALLIED WASTE EASEMENT  
SHEET 2 OF 2  
REV: