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: _____