

RESOLUTION NO. 16-\_\_\_\_\_

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO ACCEPTING FOUR SEPARATE GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENTS, CONDITIONAL UPON VERIFICATION OF THE FINAL AGREEMENT FORM AND OWNERSHIP OF THE EASEMENT PROPERTY; AND, SETTING FORTH DETAILS IN RELATION THERETO.**

**WHEREAS**, Daybreak Recovery Acquisition, LLC, a Delaware limited liability company, and the Colliers Hill Metropolitan District No. 2 are required to construct off-site sanitary sewer facilities to service the proposed development of Colliers Hill Filings No. 4A, 4B, and 4C; and

**WHEREAS**, in order for the sanitary sewer facility to connect into the existing Town sanitary sewer facilities, an easement is required for the facilities to cross four separate properties; and

**WHEREAS**, the owners of the four separate properties have agreed to grant easements to the Town, and the Board of Trustees of the Town of Erie believes it is in the best interest of the Town to accept the easements from the property owners.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO, AS FOLLOWS:**

Section 1. The Board of Trustees of the Town of Erie hereby accepts the four separate Grant of Permanent Access and Utilities Easement Agreement and Temporary Construction Easement Agreements in substantially the form set forth in the Agreement copies attached hereto, marked "Exhibits A, B, C and D" and incorporated herein by this reference. The Board of Trustees further authorizes and directs the appropriate Town Official to sign said Agreements conditional upon approval of the final form and verification of ownership of the easement property for each Agreement by the Town Administrator.

Section 2. That accepting the Grant of Permanent Access and Utilities Easement Agreement and Temporary Construction Easement Agreements is found to be in the best interest of the Town of Erie, and necessary for the preservation of public health and safety.

**ADOPTED AND APPROVED THIS 15<sup>TH</sup> DAY OF NOVEMBER, 2016, BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE, COLORADO.**

**TOWN OF ERIE,**  
a Colorado municipal corporation

By: \_\_\_\_\_  
Tina Harris, Mayor

ATTEST:

By: \_\_\_\_\_  
Nancy Parker, CMC, Town Clerk

Exhibit A  
Andalusia Easement Agreement

## GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

**THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT**, ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

### WITNESSETH:

**WHEREAS**, Grantor is the owner of real property located in \_\_\_\_\_ County, State of Colorado, more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property").

**WHEREAS**, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on Exhibit "B," attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the

Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the grant of the Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of \_\_\_\_\_, State of Colorado.

*[Signatures on following page]*



**Exhibit A**

**[Legal Description of the Property]**

**Exhibit B**

**[Legal Description of the Easement Property]**

# EXHIBIT

## EASEMENT DESCRIPTION:

AN EASEMENT ACROSS LOT A OF RECORDED EXEMPTION NO. RE-1603, LOTS A AND B OF RECORDED EXEMPTION NO. RE-3378, AND LOT B OF 2ND AMENDED RECORDED EXEMPTION NO. AMRE-3402, LOCATED IN SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6 (3.5" BRASS CAP, BLM 1952) FROM WHENCE THE EAST QUARTER CORNER (2.5" ALUMINUM CAP, PLS 25937) OF SECTION 6 LIES N00°59'09"E, 2,537.37 FEET (BASIS OF BEARINGS);

THENCE S89°42'31"W, 30.01 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 6 TO THE POINT OF BEGINNING;

THENCE CONTINUING S89°42'31"W 15.00 FEET ALONG SAID SOUTHERLY LINE;

THENCE N00°59'09"E, 1,872.81 FEET ALONG A LINE PARALLEL WITH AND 45.00 FEET WEST OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 6;

THENCE N54°54'34"W, 306.40 FEET;

THENCE N25°29'20"W, 430.91 FEET;

THENCE N10°14'02"W, 315.53 FEET;

THENCE N44°04'29"W, 734.63 FEET;

THENCE N85°34'36"W, 793.46 FEET ALONG A LINE PARALLEL WITH AND 60.00 FEET SOUTH OF THE EXTENDED SOUTHERLY LINE OF LOT A OF AMENDED RECORDED EXCEPTION NO. 1365;

THENCE N01°00'46"E, 469.73 FEET ALONG A LINE PARALLEL WITH AND 30.00 FEET WEST OF THE EXTENDED WESTERLY LINE OF SAID LOT A OF AMENDED RECORDED EXCEPTION NO. 1365;

THENCE N77°22'18"W, 210.67 FEET;

THENCE N63°38'36"W, 420.55 FEET;

THENCE N20°32'50"W, 80.24 FEET TO THE EASTERLY LINE OF A PERMANENT ACCESS AND PIPELINE EASEMENT DESCRIBED IN INSTRUMENT RECORDED 04/08/2009 AT RECEPTION NO. 3615408;

THENCE ALONG SAID EASTERLY EASEMENT LINE THE FOLLOWING TWO COURSES:

1) N24°50'40"E, 56.58 FEET;

2) N04°02'20"E, 12.43 FEET;

THENCE S64°26'50"E, 22.83 FEET;

THENCE S18°23'27"W, 49.77 FEET;

THENCE S20°32'50"E, 64.26 FEET;

THENCE S63°38'36"E, 405.09 FEET;

THENCE S77°22'18"E, 231.52 FEET TO THE WESTERLY LINE OF SAID LOT A OF AMENDED RECORDED EXCEPTION NO. 1365;

THENCE S01°00'46"W, 435.88 FEET ALONG SAID WESTERLY LINE TO THE SOUTHWESTERLY CORNER OF SAID LOT A;

THENCE CONTINUING S01°00'46"W 30.05 FEET;

THENCE S85°34'36"E, 776.56 FEET ALONG A LINE PARALLEL WITH AND 30.00 FEET SOUTH OF THE EXTENDED SOUTHERLY LINE OF SAID LOT A;

THENCE S44°04'29"E, 755.12 FEET;

THENCE S10°14'02"E, 320.64 FEET;

THENCE S25°29'20"E, 419.01 FEET;

THENCE S54°54'34"E, 296.32 FEET;

THENCE S00°59'09"W, 1,898.55 FEET ALONG A LINE PARALLEL WITH AND 30.00 FEET WEST OF THE EASTERLY LINE OF SECTION 6 TO THE POINT OF BEGINNING, CONTAINING 3.26 ACRES, MORE OR LESS.

EASEMENT PREPARED BY:  
BO BAIZE, COLORADO PLS 37990  
FOR AND ON BEHALF OF  
HURST & ASSOCIATES, INC.

**UTILITY (SANITARY SEWER)  
EASEMENT DESCRIPTION  
SECTION 6, T1N, R68W  
WELD COUNTY, COLORADO**

**HURST**

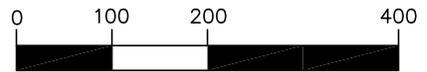
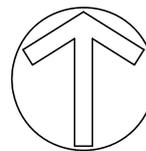
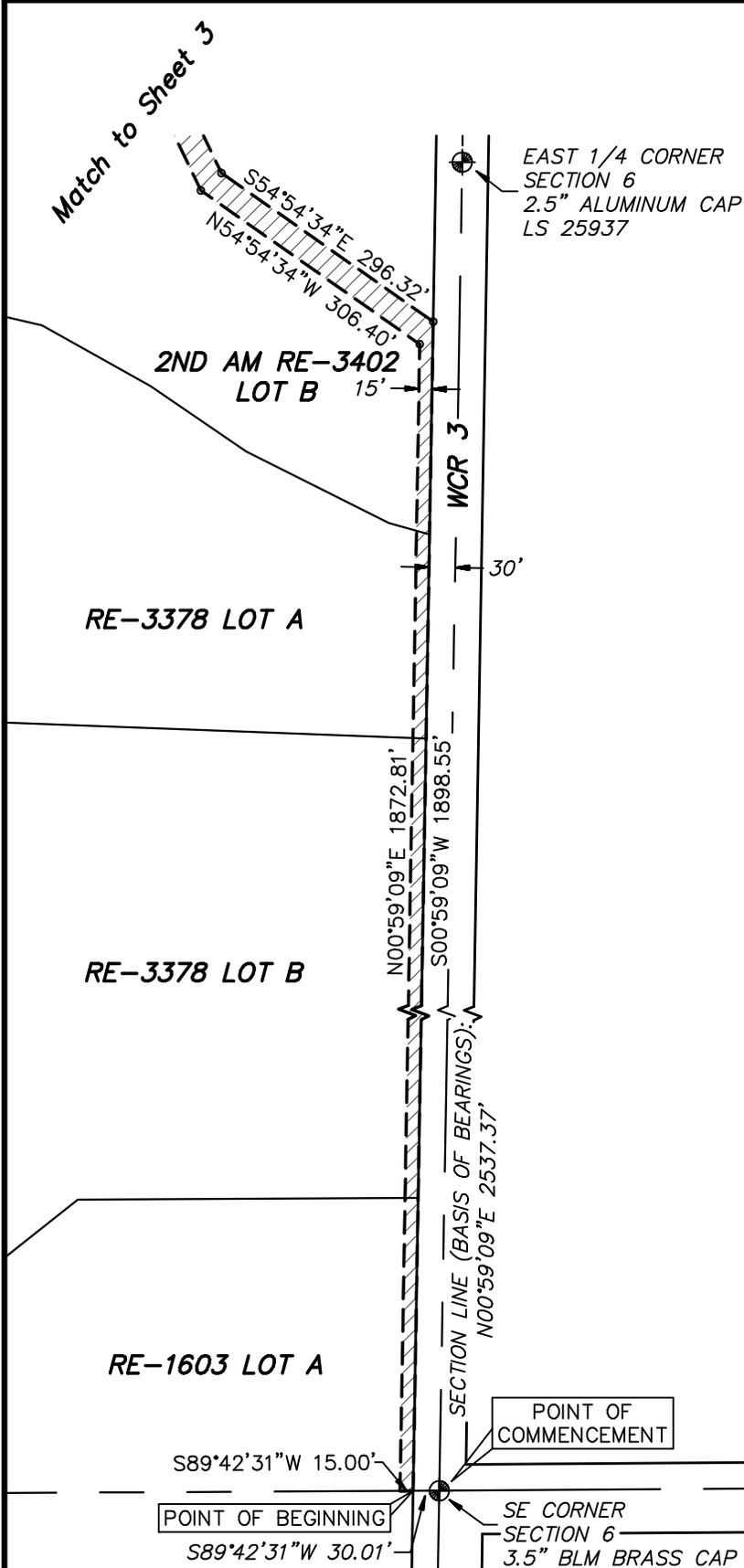
**CIVIL ENGINEERING  
PLANNING  
SURVEYING**

2500 Broadway, Suite B  
Boulder, CO 80304  
303.449.9105  
www.hurst-assoc.com

SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	07/28/14
SHEET	1 OF 4

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# EXHIBIT



1 inch = 200 ft.

NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

**UTILITY (SANITARY SEWER)  
EASEMENT  
SECTION 6, T1N, R68W  
WELD COUNTY, COLORADO**

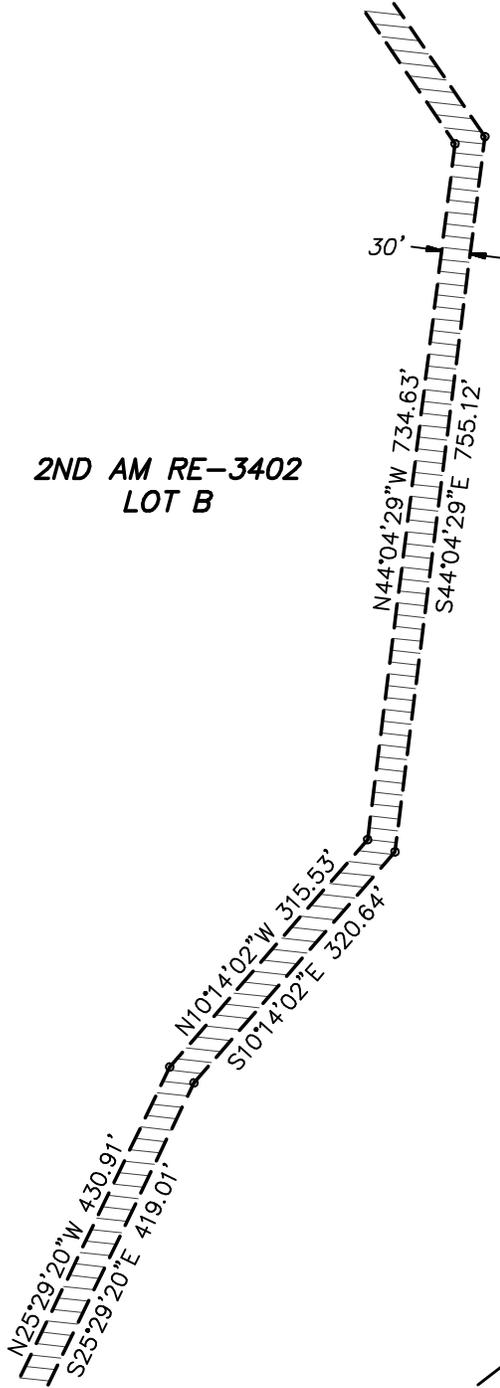
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		DESIGN/APPR. BO
		DRAWN BY BO
		DATE 07/28/14
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# EXHIBIT

Match to Sheet 4

2ND AM RE-3402  
LOT B

Match to Sheet 2

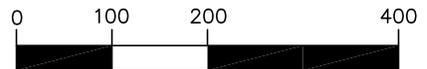
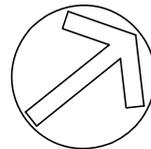


30'

N44°04'29\"/>

N10°14'02\"/>

N25°29'20\"/>



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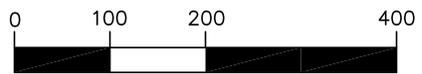
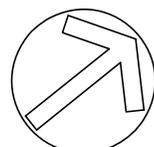
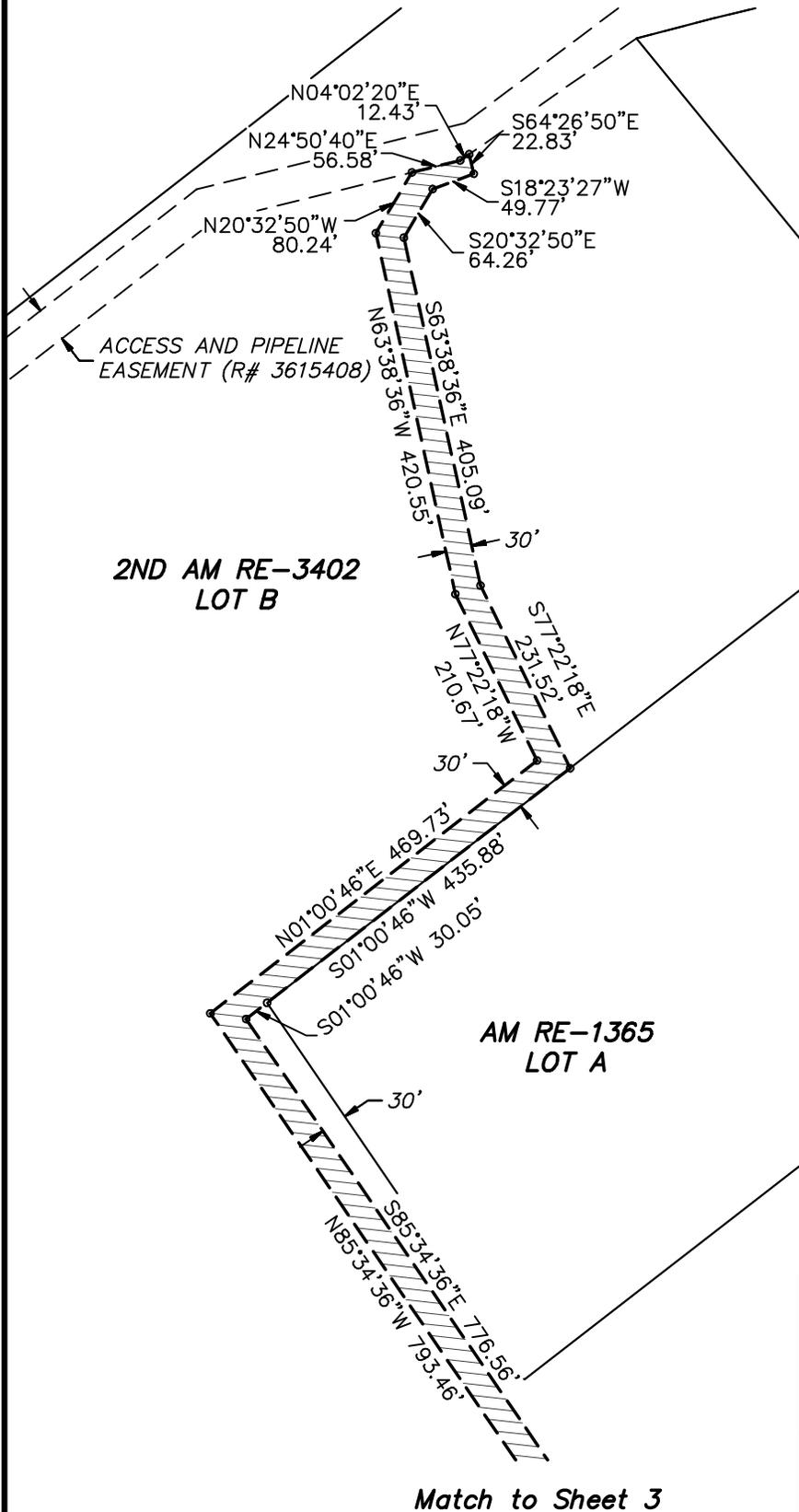
**UTILITY (SANITARY SEWER)  
EASEMENT  
SECTION 6, T1N, R68W  
WELD COUNTY, COLORADO**

**HURST**  
CIVIL ENGINEERING  
PLANNING  
SURVEYING

2500 Broadway, Suite B  
Boulder, CO 80304  
303.449.9105  
www.hurst-assoc.com

SCALE	HOR. 1"=200'
	VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	07/28/14
SHEET	3 OF 4

# EXHIBIT



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**UTILITY (SANITARY SEWER) EASEMENT**  
**SECTION 6, T1N, R68W**  
**WELD COUNTY, COLORADO**

<b>HURST</b>	<b>CIVIL ENGINEERING</b>	2500 Broadway, Suite B	SCALE HOR. 1"=200'
	<b>PLANNING</b>	Boulder, CO 80304	VERT. N/A
	<b>SURVEYING</b>	303.449.9105	DESIGN/APPR. BO
	www.hurst-assoc.com	DATE 07/28/14	DRAWN BY BO
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Exhibit B  
Schmidt Easement Agreement

## GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

**THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT**, ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

### WITNESSETH:

**WHEREAS**, Grantor is the owner of real property located in \_\_\_\_\_ County, State of Colorado, more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property").

**WHEREAS**, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on Exhibit "B," attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the

Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the grant of the Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of \_\_\_\_\_, State of Colorado.

*[Signatures on following page]*



**Exhibit A**

**[Legal Description of the Property]**

**Exhibit B**

**[Legal Description of the Easement Property]**

# EXHIBIT

## EASEMENT DESCRIPTION:

AN EASEMENT ACROSS LOT A OF RECORDED EXEMPTION NO. RE-1603, LOCATED IN SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 6 (3.5" BRASS CAP, BLM 1952) FROM WHENCE THE EAST QUARTER CORNER (2.5" ALUMINUM CAP, PLS 25937) OF SECTION 6 LIES N01°17'00"E, 2,537.29 FEET (BASIS OF BEARINGS TO MATCH RECORDED EXEMPTION);

THENCE S89°59'56"W, 30.01 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 6 TO THE POINT OF BEGINNING;

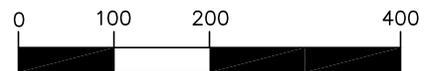
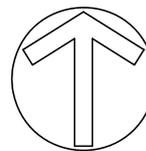
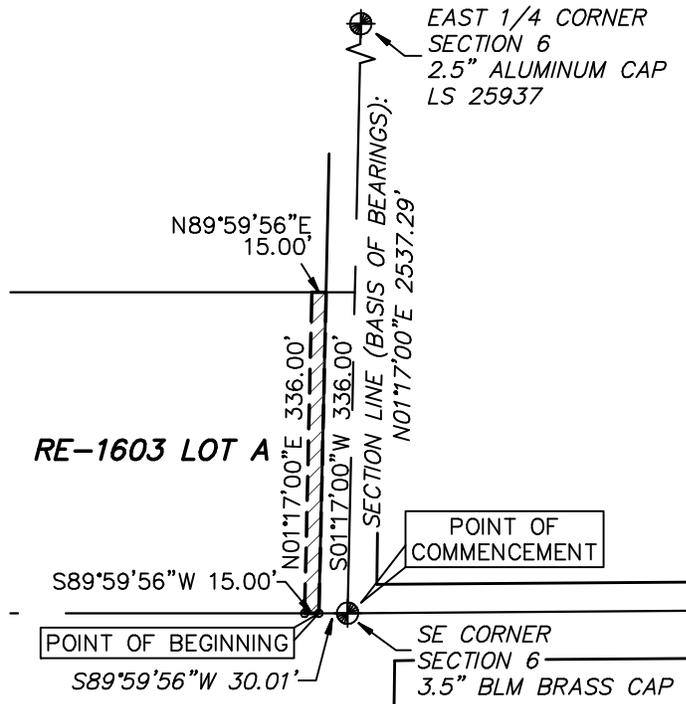
THENCE CONTINUING S89°59'56"W 15.00 FEET ALONG SAID SOUTHERLY LINE;

THENCE N01°17'00"E, 336.00 FEET ALONG A LINE PARALLEL WITH AND 45.00 FEET WEST OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 6 TO THE NORTHERLY LINE OF SAID LOT A OF RECORDED EXEMPTION NO. RE-1603;

THENCE N89°59'56"E, 15.00 FEET ALONG SAID NORTHERLY LINE;

THENCE S01°17'00"W, 336.00 FEET ALONG A LINE PARALLEL WITH AND 30.00 FEET WEST OF THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 6 TO THE POINT OF BEGINNING, CONTAINING 5,040 SQUARE FEET, MORE OR LESS.

EASEMENT PREPARED BY:  
BO BAIZE, COLORADO PLS 37990  
FOR AND ON BEHALF OF  
HURST & ASSOCIATES, INC.



1 inch = 200 ft.

NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

**UTILITY (SANITARY SEWER)  
EASEMENT DESCRIPTION  
LOT A, RE-1603  
WELD COUNTY, COLORADO**

<b>HURST</b>	<b>CIVIL ENGINEERING</b>	2500 Broadway, Suite B	SCALE HOR. N/A VERT. N/A
	<b>PLANNING</b>	Boulder, CO 80304	DESIGN/APPR. BO
	<b>SURVEYING</b>	303.449.9105	DRAWN BY BO
	www.hurst-assoc.com	DATE 10/27/16	SHEET 1 OF 1
	FILE G:\202046\SURVEY\LEGAL\MH ANDALUSIA SAN EASEMENT		

Exhibit C  
Morgan Hill Easement Agreement

## GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

**THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT**, ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

### WITNESSETH:

**WHEREAS**, Grantor is the owner of real property located in \_\_\_\_\_ County, State of Colorado, more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property").

**WHEREAS**, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on Exhibit "B," attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the

Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the grant of the Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of \_\_\_\_\_, State of Colorado.

*[Signatures on following page]*



**Exhibit A**

**[Legal Description of the Property]**

**Exhibit B**

**[Legal Description of the Easement Property]**

# EXHIBIT

## EASEMENT DESCRIPTION:

AN EASEMENT LOCATED ACROSS THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 7 (3.5" BRASS CAP) FROM WHENCE THE NORTHEAST CORNER OF SAID SECTION 7 (3.5" BRASS CAP BLM 1952) LIES N00°56'30"E, 2,674.72 FEET (BASIS OF BEARINGS);

THENCE N36°07'06"W, 74.67 FEET TO AN ANGLE POINT OF THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 3 (AS OF AUGUST 2016);

THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES:

- 1) N00°56'30"E, 819.78 FEET;
- 2) N89°03'30"W, 5.00 FEET;
- 3) N00°56'30"E, 19.10 FEET TO THE POINT OF BEGINNING;

THENCE N21°44'44"W, 251.71 FEET;

THENCE N10°49'16"W, 186.46 FEET;

THENCE N01°57'25"E, 140.99 FEET;

THENCE N17°24'46"E, 502.95 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 3;

THENCE S00°56'30"W, 105.81 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE;

THENCE S17°24'46"W, 397.41 FEET;

THENCE S01°57'25"W, 133.56 FEET;

THENCE S10°49'16"E, 180.23 FEET;

THENCE S21°44'44"E, 177.08 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF COUNTY ROAD 8;

THENCE S00°56'30"W, 77.78 FEET ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, CONTAINING 29,557 SQUARE FEET, MORE OR LESS.

DESCRIPTION PREPARED BY:  
BO BAIZE, COLORADO PLS 37990  
FOR AND ON BEHALF OF  
HURST & ASSOCIATES, INC.

**SANITARY SEWER EASEMENT  
FUTURE MORGAN HILL  
NE 1/4, SECTION 7, T1N, R68W  
ERIE, COLORADO**

**HURST**

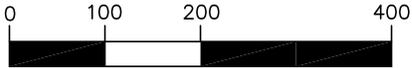
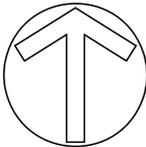
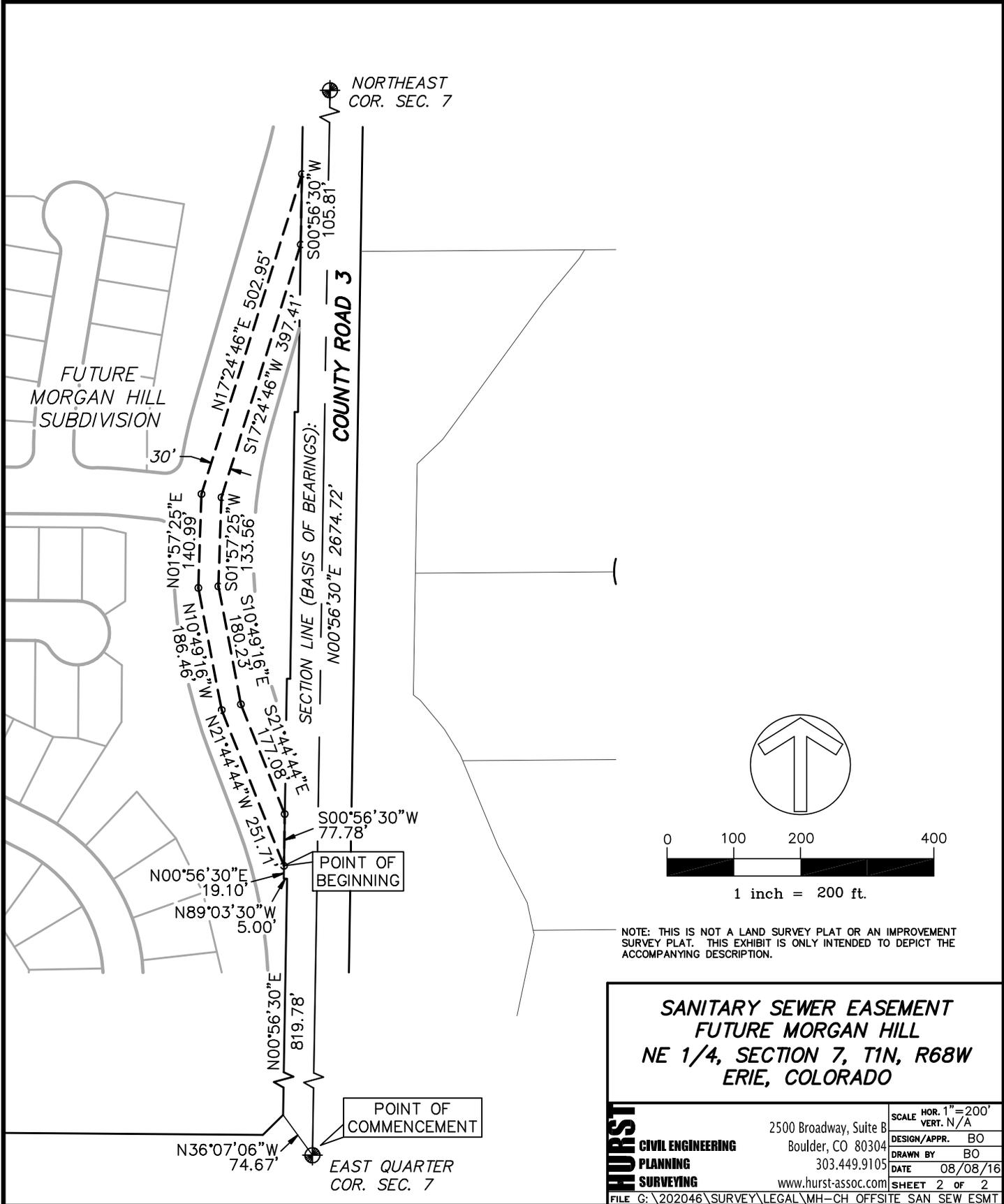
**CIVIL ENGINEERING  
PLANNING  
SURVEYING**

2500 Broadway, Suite B  
Boulder, CO 80304  
303.449.9105  
www.hurst-assoc.com

SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	BO
DRAWN BY	BO
DATE	08/08/16
SHEET	1 OF 2

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# EXHIBIT



1 inch = 200 ft.

NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

**SANITARY SEWER EASEMENT  
FUTURE MORGAN HILL  
NE 1/4, SECTION 7, T1N, R68W  
ERIE, COLORADO**

<b>HURST</b> CIVIL ENGINEERING PLANNING SURVEYING	2500 Broadway, Suite B	SCALE HOR. 1"=200'
	Boulder, CO 80304	VERT. N/A
	303.449.9105	DESIGN/APPR. BO
	www.hurst-assoc.com	DRAWN BY BO
		DATE 08/08/16
FILE G:\202046\SURVEY\LEGAL\MH-CH OFFSITE SAN SEW ESMT		SHEET 2 OF 2

Exhibit D  
Anadarko Easement Agreement

## GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT

**THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT**, ("Agreement") made and entered into this \_\_\_ day of \_\_\_\_\_, 2015, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address P.O. Box 750, 645 Holbrook Street, Erie, Colorado 80516, hereinafter referred to as the "Grantee," collectively, the "Parties".

### WITNESSETH:

**WHEREAS**, Grantor is the owner of real property located in \_\_\_\_\_ County, State of Colorado, more particularly described on Exhibit "A," attached hereto and made a part hereof (the "Property").

**WHEREAS**, the Parties desire to provide for a permanent access and utilities easement across a portion of the Property in the location more particularly described on Exhibit "B," attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, Grantor and Grantee mutually agree as follows:

1. *Grant of Easement.* Grantor hereby grants and conveys to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement to enter, occupy and use the Easement Property to construct, reconstruct, use, operate, maintain, repair, patrol, replace, enlarge and remove one or more water lines, sanitary sewer lines, storm drainage facilities, pipelines, conduits, vaults, accessories, improvements, or manholes and all necessary underground wires and appurtenances thereto, including, but not limited to, electric or other control systems, video or other control systems, cables, wires, connections, conduits, and surface appurtenances (the "Improvements") in, through, over, across, under and above the Easement Property (the "Easement").

2. *Ingress and Egress.* The Grantee, its employees, agents, contractors, representatives, successors and assigns shall have and exercise the right of ingress and egress in, to, through, over, under, above and across the Property for access to and from the Easement Property in order to perform construction, reconstruction, operation, installation, use, maintenance, repair, replacement, upkeep, monitoring, and removal of the Improvements.

3. *No Structures or Buildings to interfere with the Easement.* The Grantor shall not construct or place any structure or building, yard light, shrub, tree, woody plant or nursery stock, whether temporary or permanent, of any kind or nature situated on the Easement Property that will interfere with or obstruct the access or Easement granted herein. Any such structure or item placed on the Easement Property may be removed by the Grantee without liability for damages arising there from. Grantor shall retain the right to make use of the servient property of the

Easement Property, except for such prohibitions as are contained herein, and except for such use as might endanger or interfere with the rights of the Grantee in its use of the Easement. If Grantor constructs or places any structure or building or item prohibited herein on the Easement Property, Grantor shall reimburse the Grantee for Grantee's expenses in removing such structure or prohibited item from the Easement Property.

4. *Grantor's Warranty.* Grantor warrants that it has full right and lawful authority to make the grant of the Easement herein contained, and promises and agrees to defend against any defect in title to the Easement Property, the Easement or the right to make the grant of the Easement as herein contained.

5. *Non-exclusive Use.* The Grantee agrees, following written request to and approval by Grantee, that public utilities such as water, sanitary sewer, storm sewer, gas, electric lines, and other appropriate utilities may be installed in the Easement Property as long as such utilities do not interfere with the Grantee's rights as herein granted or the Grantee's use of the Easement and the Easement Property. All surface and subsurface uses of the Easement Property, including fences, must be approved in writing by the Grantee prior to installation.

6. *Damage, Maintenance of Grantor's Improvements.* The Grantor, at its expense, shall be solely responsible for the maintenance of all Grantor improvements which may be located within the Easement Property. In the event said Grantor improvements within the Easement Property are damaged due solely to Grantee's negligence, the Grantee will repair and or replace the said improvements at Grantee's expense.

7. *Ownership, Maintenance of Grantee's Improvements, Damage.* Following completion of the construction and installation of the Improvements, the Improvements shall be the property of the Grantee and shall be owned by the Grantee. The Grantee, at its expense, shall be solely responsible for the maintenance and repair of the Improvements, once installed by the Grantee. Repair and or replacement of the said Improvements shall be at Grantee's sole expense.

8. *Protection of Easement.* The Grantee is acquiring the Easement in order to ensure to the Grantee a dominant easement for the exercise of Grantee's functions, and the exercise of any rights in the subject Easement other than those retained by the Grantor shall be within the discretion of the Grantee.

9. *Inurement.* Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto.

10. *Complete Agreement.* This Agreement represents the complete agreement between the parties hereto, and supersedes any and all other prior agreements, written and oral, between the parties.

11. *Headings for Convenience Only.* The paragraph headings of this Agreement are for convenience only and the substantive portions hereof control without regard to the headings.

12. *Subjacent and Lateral Support.* The Grantor shall not impair the lateral or subjacent support for the Easement or the Improvements located therein.

13. *Cooperation.* The Grantor shall cooperate with the Grantee and shall not impair the Grantee's use of the Easement or the Improvements located therein.

14. *Modification.* This Agreement shall be modified in writing only, which writing must be executed by the parties hereto in order to be effective.

15. *Controlling Law.* This Agreement shall be governed under, and construed pursuant to, the laws of the State of Colorado, and the parties hereto agree to jurisdiction in the Courts of Weld County, Colorado.

16. *Annual Appropriations.* All financial obligations of Grantee set forth in this Agreement are subject to annual appropriation pursuant to C.R.S. § 29-1-110, as amended.

17. *Recordation of Agreement.* This Agreement shall be recorded by the Grantee in the real property records of the County of \_\_\_\_\_, State of Colorado.

*[Signatures on following page]*



**Exhibit A**

**[Legal Description of the Property]**

**Exhibit B**

**[Legal Description of the Easement Property]**

# EXHIBIT

## EASEMENT DESCRIPTION:

A 30.00 FOOT WIDE EASEMENT ACROSS THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF WELD, STATE OF COLORADO, BEING 15.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 8 (3.5" BRASS CAP, BLM) FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 (3.25" ALUMINUM CAP, PLS 28258, 1998) BEARS N89°01'14"E, 2,648.43 FEET (BASIS OF BEARINGS);

THENCE N89°01'14"E, 1,282.43 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8 TO THE POINT OF BEGINNING;

THENCE N00°58'46"W, 485.49 FEET;

THENCE N38°20'01"E, 551.96 FEET;

THENCE N01°01'22"W, 624.71 FEET;

THENCE N54°05'33"W, 1,956.17 FEET TO A POINT 15.00 FEET SOUTH OF THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8;

THENCE S89°35'32"W, 129.32 FEET ALONG A LINE PARALLEL WITH AND 15.00 FEET SOUTH OF THE NORTHERLY LINE OF THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8 TO THE EASTERLY LINE OF A PARCEL OF LAND DESCRIBED IN DEED RECORDED AT RECEPTION NO. 3500518, ALSO THE POINT OF ENDING, FROM WHENCE THE WEST QUARTER CORNER OF SECTION 8 (3.5" BRASS CAP, BLM) BEARS N69°36'33"W, 42.24 FEET.

DESCRIPTION PREPARED BY:  
BO BAIZE, COLORADO PLS 37990  
FOR AND ON BEHALF OF  
HURST & ASSOCIATES, INC.

**30' SEWER EASEMENT  
SW 1/4 SECTION 8, T1N R68W  
WELD COUNTY, COLORADO**

**HURST**

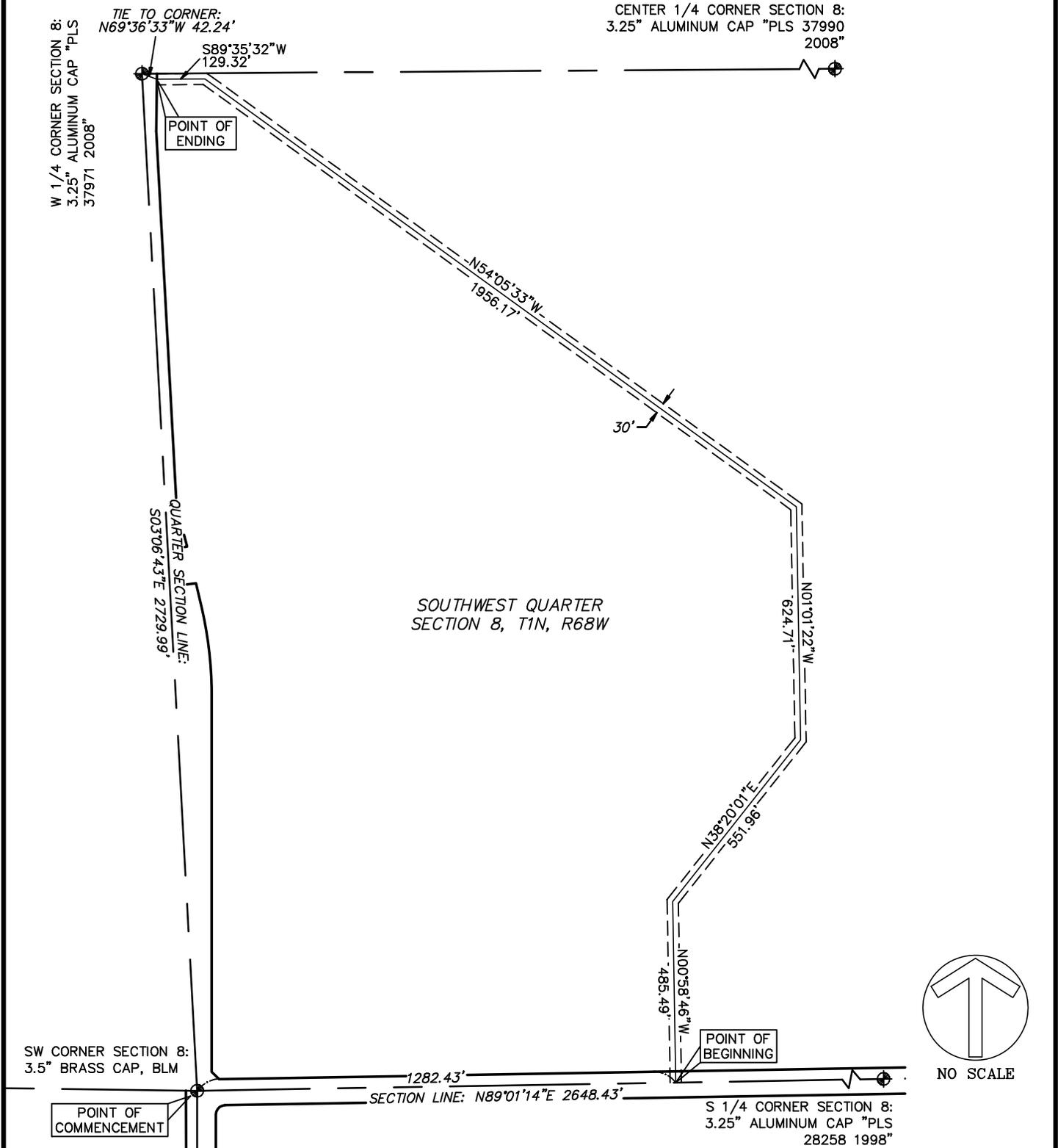
**CIVIL ENGINEERING  
PLANNING  
SURVEYING**

2500 Broadway, Suite B  
Boulder, CO 80304  
303.449.9105  
www.hurst-assoc.com

SCALE	HOR. N/A VERT. N/A
DESIGN/APPR.	
DRAWN BY	BO
DATE	06/30/16
SHEET	1 OF 2

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# EXHIBIT



**30' SEWER EASEMENT**  
**SW 1/4 SECTION 8, T1N R68W**  
**WELD COUNTY, COLORADO**

**HURST**  
**CIVIL ENGINEERING**  
**PLANNING**  
**SURVEYING**

2500 Broadway, Suite B  
 Boulder, CO 80304  
 303.449.9105  
 www.hurst-assoc.com

SCALE	HOR. N/A	VERT. N/A
DESIGN/APPR.		
DRAWN BY	BO	
DATE	06/30/16	
SHEET	2	OF 2

# EXHIBIT

## EASEMENT DESCRIPTION:

A 60.00 FOOT WIDE EASEMENT ACROSS THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF WELD, STATE OF COLORADO, BEING 30.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 8 (3.5" BRASS CAP, BLM 1952) FROM WHENCE THE SOUTHWEST CORNER OF SAID SECTION 8 (3.5" ALUMINUM CAP, PLS 28258 1999) LIES S89°01'14"W, 2,648.43 FEET (BASIS OF BEARINGS):

THENCE S89°01'14"W, 1,235.18 FEET ALONG THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8;

THENCE N00°58'46"W, 30.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 10 AND THE POINT OF BEGINNING;

THENCE CONTINUING N00°58'46"W 439.14 FEET;

THENCE 171.54 FEET ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 39°18'47", AND A CHORD BEARING N18°40'37"E, 168.19 FEET;

THENCE N38°20'01"E, 273.93 FEET;

THENCE 206.33 FEET ALONG THE ARC OF A TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 47°17'15", AND A CHORD BEARING N14°41'23"E, 200.52 FEET;

THENCE N08°57'14"W, 84.33 FEET TO THE POINT OF ENDING, FROM WHENCE THE SOUTH QUARTER CORNER OF SECTION 8 BEARS S41°45'26"E, 1,473.82 FEET.

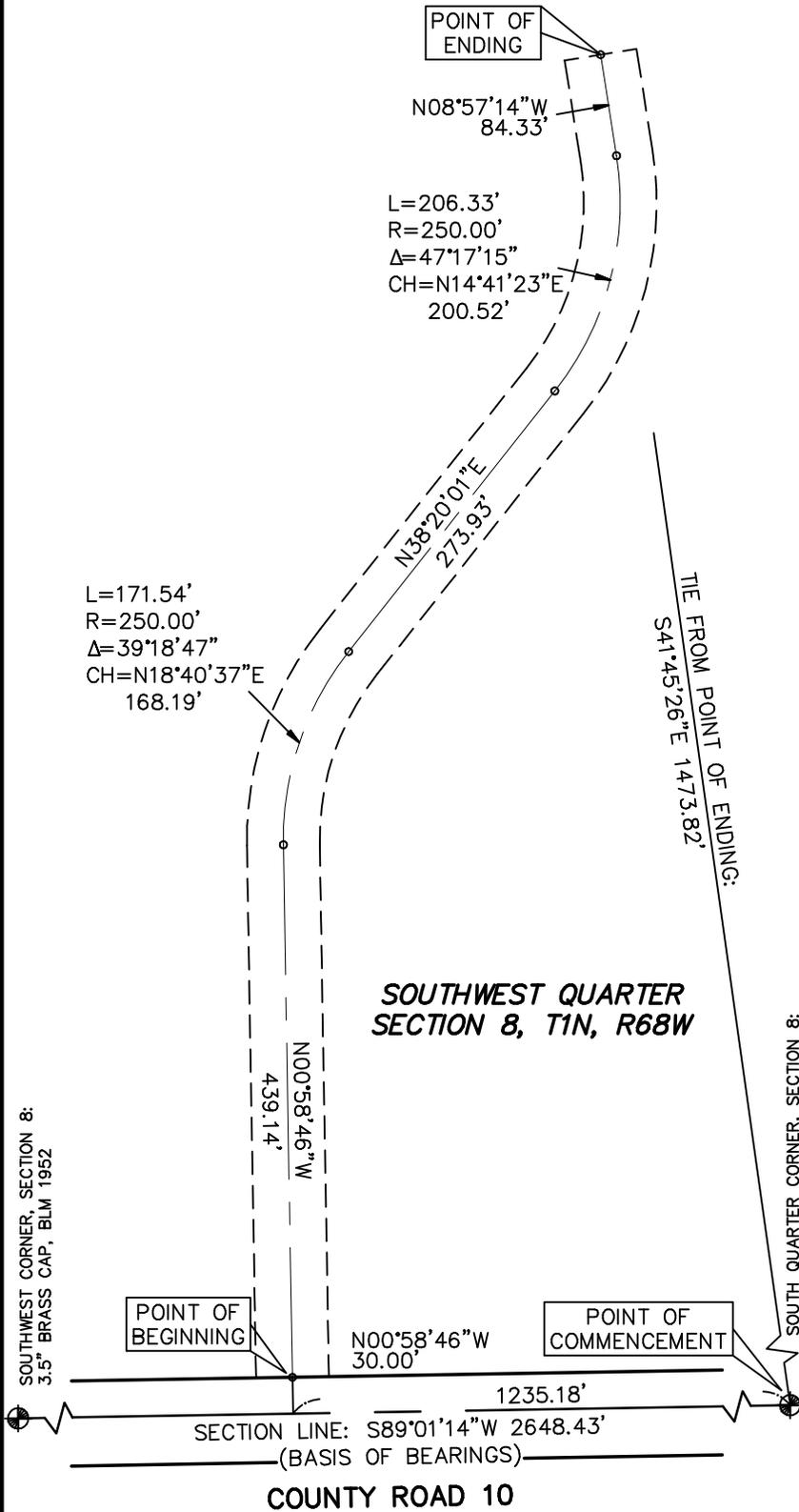
NOTE: SIDE EASEMENT LINES ARE EXTENDED OR TRIMMED TO NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 10.

DESCRIPTION BY:  
BO BAIZE, COLORADO PLS 37990  
FOR AND ON BEHALF OF HURST & ASSOCIATES, INC.

**DRAINAGE EASEMENT  
SW 1/4 SEC. 8 T1N R68W  
WELD COUNTY, COLORADO**

<b>HURST</b>	<b>CIVIL ENGINEERING</b>	2500 Broadway, Suite B	SCALE HOR. N/A VERT. N/A
	<b>PLANNING</b>	Boulder, CO 80304	DESIGN/APPR.
	<b>SURVEYING</b>	303.449.9105	DRAWN BY BO
	www.hurst-assoc.com	DATE 07/20/16	SHEET 1 OF 2
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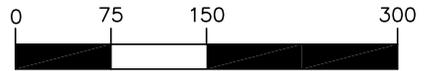
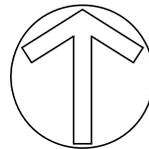
# EXHIBIT



**SOUTHWEST QUARTER SECTION 8, T1N, R68W**

SOUTHWEST CORNER, SECTION 8:  
3.5" BRASS CAP, BLM 1952

SOUTH QUARTER CORNER, SECTION 8:  
3.5" ALUMINUM CAP, PLS 28258 1999



1 inch = 150 ft.

NOTE: THIS IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THIS EXHIBIT IS ONLY INTENDED TO DEPICT THE ACCOMPANYING DESCRIPTION.

**DRAINAGE EASEMENT  
SW 1/4 SEC. 8 T1N R68W  
WELD COUNTY, COLORADO**

**HURST**  
CIVIL ENGINEERING  
PLANNING  
SURVEYING

2500 Broadway, Suite B  
Boulder, CO 80304  
303.449.9105  
www.hurst-assoc.com

SCALE	HOR. N/A VERT. 1"=150'
DESIGN/APPR.	
DRAWN BY	BO
DATE	07/20/16
SHEET	2 OF 2

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