

RESOLUTION NO. 18-_____

**A RESOLUTION BY THE BOARD OF TRUSTEES OF THE TOWN OF ERIE,
COLORADO ACCEPTING A GRANT OF PERMANENT ACCESS AND
UTILITIES EASEMENT AGREEMENT.**

WHEREAS, the Town of Erie owns existing water utilities within the property at 1121 Telleen Ave. including but not limited a water main and hydrant; and

WHEREAS, in order for the Town to adequately operate and maintain these facilities, an easement is required and

WHEREAS, the owners of the property has agreed to grant an easement 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 Grant of Permanent Access and Utilities Easement Agreement set forth in the Agreement copy attached hereto, marked "Exhibit A" and incorporated herein by this reference. The Board of Trustees further authorizes and directs the appropriate Town Official to sign said Agreement.

Section 2. That accepting the Grant of Permanent Access and Utilities Easement Agreement 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 23rd DAY OF JANUARY, 2018, 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

1121 Telleen Ave. 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 12th day of January, 2018, by and between Erie Holdings, LLC, whose address is P.O. Box 247, Eastlake, CO 80614, 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 Boulder 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, non-revocable, 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 Boulder, State of Colorado.

Signatures on next page

IN WITNESS WHEREOF, the parties hereto have executed this GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT as of the day and year first above written.

GRANTOR: Erie Holdings, LLC

By: _____

Ryan Carlson, Owner

STATE OF COLORADO)

COUNTY OF Idaho)

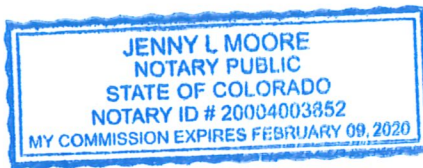
ss.

The foregoing instrument was acknowledged before me this 12th day of Jan, 2018, by Ryan L. Carlson.

WITNESS my hand and official seal.

My commission expires: 02/09/2020

Jenny L. Moore
Notary Public



GRANTEE: TOWN OF ERIE, a Colorado municipal corporation

By: _____

Tina Harris, Mayor

ATTEST:

By: _____

Nancy Parker, Town Clerk

EXHIBIT A

SHEET 1 OF 2

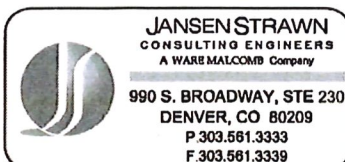
LEGAL DESCRIPTION:

LOT 1, BLOCK 2, ERIE INDUSTRIAL EMPIRE VENTURE SUBDIVISION BLOCK 2 RECORDED AT RECEPTION NO. 1584594 IN THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO,

SAID PARCEL CONTAINS AN AREA OF 123,969 SQUARE FEET, OR 2.846 ACRES, MORE OR LESS. ALL LINEAL DISTANCE UNITS ARE REPRESENTED IN U.S. SURVEY FEET.

I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
JANSEN STRAWN CONSULTING ENGINEERS, INC.
A WARE MALCOMB COMPANY
990 S. BROADWAY, SUITE 230
DENVER, COLORADO 80209
303.561.3333



PROJECT NAME: ERIE INDUSTRIAL EMPIRE

JOB NO.: DCS17-4070-00

DATE : 01/09/2018

DRAFTED BY: KEB

CHECKED BY: TDS

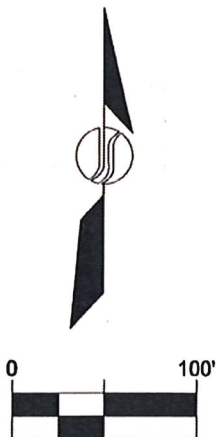
SCALE: N/A

SHEET

1 OF 2

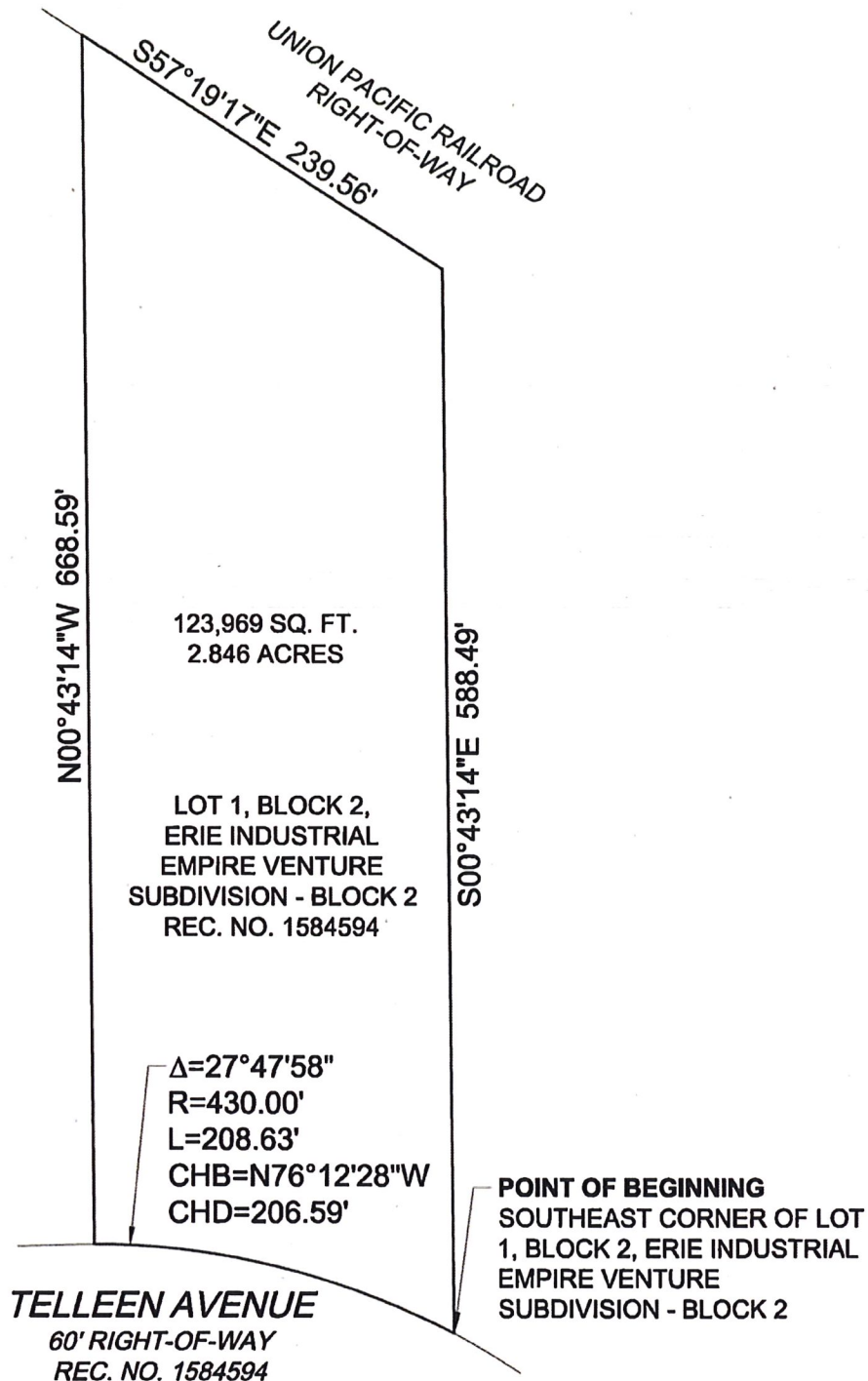
EXHIBIT A

SHEET 2 OF 2



SCALE: 1" = 100'

THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED
DESCRIPTION.



 **JANSEN STRAWN**
CONSULTING ENGINEERS
A WARE MALCOMB Company
990 S. BROADWAY, STE 230
DENVER, CO 80209
P.303.581.3333
F.303.581.3339

PROJECT NAME: ERIE INDUSTRIAL EMPIRE

JOB NO.: DCS17-4070-00

DATE : 01/09/2018

DRAFTED BY: KEB

CHECKED BY: TDS

SCALE: 1" = 100'

SHEET

2 OF 2

EXHIBIT B

LEGAL DESCRIPTION:

A PARCEL OF LAND THIRTY (30) FEET IN WIDTH BEING A PART OF LOT 1, BLOCK 2, ERIE INDUSTRIAL EMPIRE VENTURE SUBDIVISION - BLOCK 2 RECORDED AT RECEPTION NUMBER 1584594 OF THE RECORDS OF THE BOULDER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 2, AND CONSIDERING THE EAST LINE OF SAID LOT 1, BLOCK 2, TO BEAR SOUTH 00° 43' 14" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

THENCE ALONG A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04°27'20", A RADIUS OF 430.00 FEET, AN ARC LENGTH OF 33.44 FEET AND A CHORD THAT BEARS NORTH 64°32'09" WEST A DISTANCE OF 33.43 FEET;

THENCE NORTH 00°43'14" WEST A DISTANCE OF 345.92 FEET;

THENCE NORTH 89°16'46" EAST A DISTANCE OF 30.00 FEET TO THE EAST LINE OF SAID LOT 1, BLOCK 2;

THENCE SOUTH 00°43'14" EAST ALONG SAID EAST LINE A DISTANCE OF 360.67 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS AN AREA OF 10,592 SQUARE FEET, OR 0.243 ACRES, MORE OR LESS.

THE LINEAL DISTANCE UNIT USED IN THE PREPARATION OF THIS LEGAL DESCRIPTION IS THE UNITED STATES SURVEY FOOT. THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY DEFINES THE UNITED STATES SURVEY FOOT AS 1200/3937 METERS.

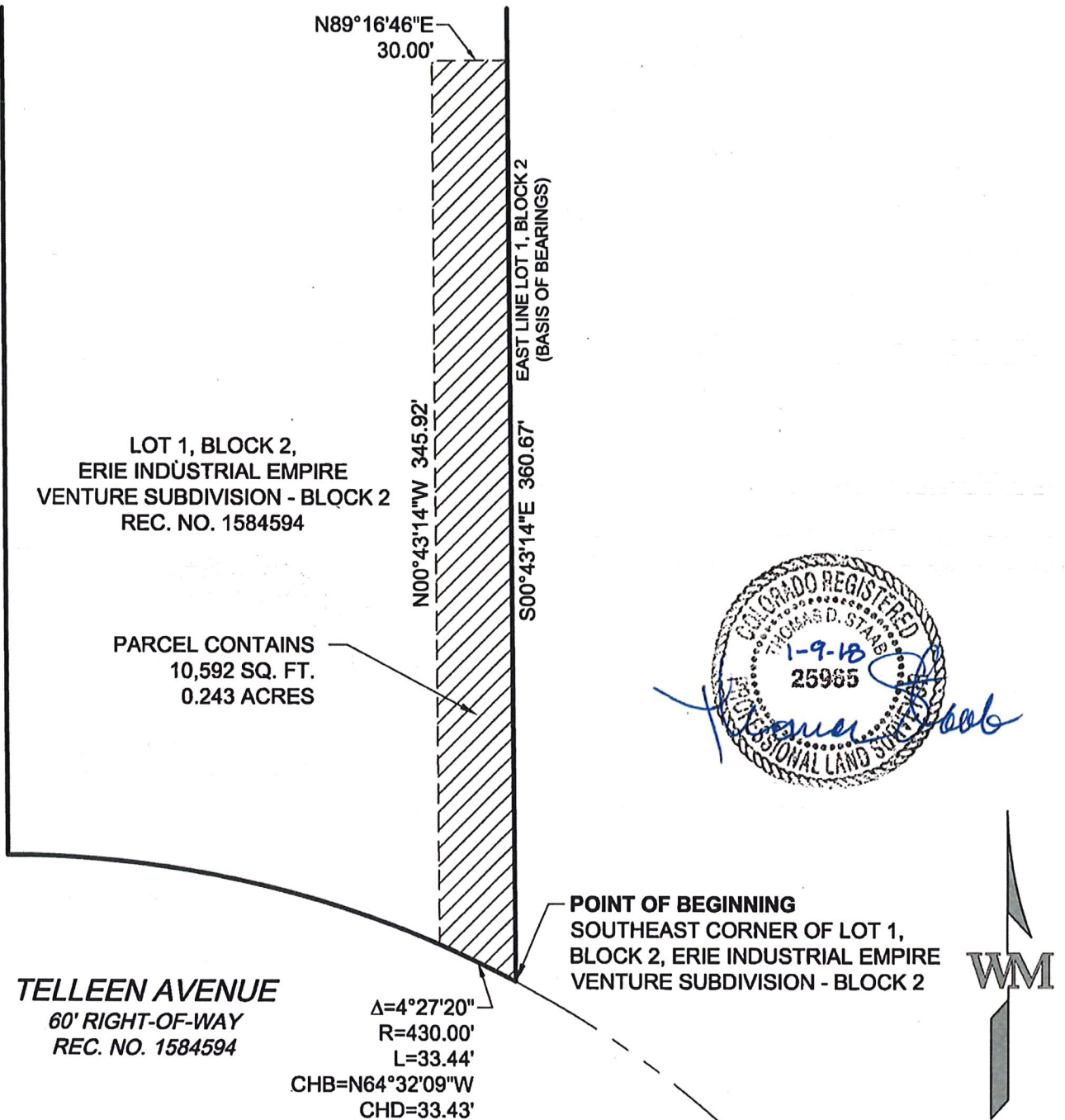
I, THOMAS D. STAAB, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING, IS BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE.

THOMAS D. STAAB, P.L.S. 25965
FOR AND ON BEHALF OF
WARE MALCOMB
990 SOUTH BROADWAY
SUITE 230
DENVER, COLORADO 80209
P 303.561.3333

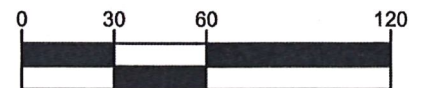


WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: TELLEEN AVENUE			SHEET 1 OF 2
	JOB NO.: DCS17-4070		DATE : 01/08/2018	
	DRAWN: KEB	PA/PM: TDS	SCALE: N/A	

EXHIBIT B



THIS EXHIBIT DOES NOT REPRESENT A
MONUMENTED SURVEY. IT IS INTENDED
ONLY TO DEPICT THE ATTACHED DESCRIPTION.



SCALE: 1" = 60'
ORIGINAL GRAPHIC SCALE

WM WARE MALCOMB CIVIL ENGINEERING & SURVEYING	PROJECT NAME: TELLEEN AVENUE			SHEET 2 OF 2
	JOB NO.: DCS17-4070		DATE : 01/08/2018	
	DRAWN: KEB	PA/PM: TDS	SCALE: 60	