

**EASEMENT AGREEMENT
(Meadowlark PK-8 School Access)**

THIS EASEMENT AGREEMENT dated as of January __, 2019 (“Easement Agreement”) is entered into by and between the TOWN OF ERIE, a Colorado municipal corporation, whose address is 645 Holbrook Street, Erie, CO 80516 (“Grantor”) and the BOULDER VALLEY SCHOOL DISTRICT RE-2, a public school district and political subdivision within the State of Colorado, whose address is 6500 Arapahoe, Boulder, CO 80303 (“Grantee”).

I. DEFINITIONS

- 1.1. “Grantor Property” means Lot 1, Flatiron Meadows – Filing No. 2, 1st Amendment, Town of Erie, County of Boulder, State of Colorado.
- 1.2. “Grantee Property” means Lot 2, Flatiron Meadows – Filing No. 2, 1st Amendment, Town of Erie, County of Boulder, State of Colorado.
- 1.3. “Access Easement Property” means the portion of the Grantor Property which is more particularly described in Exhibit A attached hereto and incorporated by this reference.

II. GRANT

- 2.1. In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, Grantor grants to Grantee, its successors and assigns, a nonexclusive perpetual easement over, across, under and through the Access Easement Property for the purpose of vehicular and pedestrian access, ingress to and egress from the Grantee Property, and for the installation, maintenance, repair and replacement of improvements thereon to facilitate such access and ingress.
- 2.2. The access easement shall be for the benefit of the Grantee Property, the Grantee, and Grantee’s successors and assigns.
- 2.3. The access easement is non-exclusive and Grantor shall have the right to use the Access Easement Property for all purposes not inconsistent with the rights granted herein; provided, however, that in so doing, there shall be no impairment, restriction or obstruction of the use and enjoyment of the Access Easement Property by Grantee as provided herein.

III. OTHER TERMS

- 3.1. Grantor warrants and represents to Grantee that Grantor has good and indefeasible fee simple title to the Access Easement Property and that Grantor has the power and authority to grant this access easement.
- 3.2. Grantee, at its cost, shall be responsible for the continued maintenance of and snow removal from the Access Easement Property depicted on the attached Exhibit A.

3.3. Any breach of this Easement Agreement shall give rise to the non-breaching party's right to bring an action against the breaching party for injunctive or other equitable relief and/or damages. In the event of such action, the prevailing party shall be entitled to recover its reasonable attorney's fees from the other party.

3.4. This Easement Agreement runs with the land and shall continue in full force and effect unless sooner terminated by separate agreement between Grantor, its successors and assigns, and Grantee, its successors and assigns.

3.5. This Easement Agreement supersedes all prior agreements and understandings and sets forth the entire agreement between Grantor and Grantee with respect to the subject matter hereof. Any modification, amendment or extension must be in writing signed by both the Grantor and the Grantee.

3.6. This Easement Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

3.7. This Easement Agreement shall be recorded by Grantee with the Boulder County Clerk and Recorder and shall be binding and enforceable upon the assigns and successors of the parties.

3.8. All notices, demands and requests or communications required or permitted to be given under this Agreement must be in writing and shall be sent by (a) personal delivery, (b) U.S. mail, certified, return receipt requested, postage pre-paid, or (c) overnight courier that routinely issues receipts. Notices shall be deemed to have been given as of the date such notice is actually received or rejected. The addresses of each Party entitled to notice hereunder shall be the address set forth above. Upon at least 10 days prior written notice, any Party shall have the right to change its address to any other address within the United States of America.

3.9. Invalidation of any of the provisions contained in this Easement Agreement, or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person and the same shall remain in full force and effect.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor and Grantee have caused this Easement Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

TOWN OF ERIE,
A Colorado municipal corporation

By: _____
Jennifer Carroll, Mayor

ATTEST:

Jessica Koenig, Town Clerk

BOULDER VALLEY SCHOOL DISTRICT RE-2

By: _____
Tina Marquis
President, Board of Education

Approved as to form:

School District Attorney

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by Tina Marquis, as President of Boulder Valley School RE-2, Boulder County, Colorado.

Witness my hand and official seal

Notary Public

My Commission Expires:

EXHIBIT "A"

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

A PARCEL OF LAND BEING A PART OF LOT 1 AND 2, FLATIRONS MEADOW—FILING NO. 2, 1ST AMENDMENT, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE SOUTH LINE OF LOTS 1 AND 2, FLATIRONS MEADOWS—FILING NO. 2, 1ST AMENDMENT, SAID LINE ALSO BEING THE NORTHERLY RIGHT—OF—WAY LINE OF FRONT RANGE ROAD, TO BEAR SOUTH 89°49'01" EAST, A DISTANCE OF 1292.00 FEET BETWEEN FOUND NO. 5 REBARS WITH 1-1/2" ALUMINUM CAPS, STAMPED "FLATIRONS SURV, 16406", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

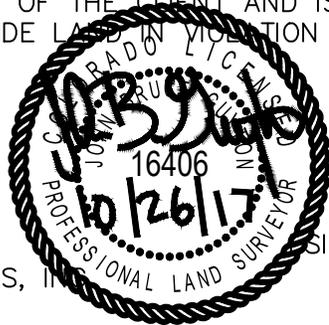
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, FLATIRONS MEADOWS—FILING NO. 2, 1ST AMENDMENT, THENCE SOUTH 89°49'01" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 406.86 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 151.63 FEET; THENCE NORTH 12°04'31" EAST, A DISTANCE OF 90.37 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE ALONG THE EASTERLY LINE OF SAID LOT 1 THE FOLLOWING TWO (2) COURSES:

1. SOUTH 89°59'26" EAST, A DISTANCE OF 35.00 FEET;
2. THENCE SOUTH 00°10'58" WEST, A DISTANCE OF 240.16 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE NORTH 89°49'01" WEST, ALONG THE SOUTH LINE OF TRACT H, A DISTANCE OF 53.14 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 12,014 SQ.FT. OR 0.28 ACRES, MORE OR LESS.

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC., THAT THIS PARCEL DESCRIPTION AND ATTACHED EXHIBIT, BEING MADE A PART THEREOF, WERE PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE AT THE REQUEST OF THE CLIENT AND IS NOT INTENDED TO REPRESENT A MONUMENTED LAND SURVEY OR SUBDIVIDE LAND IN VIOLATION OF STATE STATUTE.



JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN/CEO, FLATIRONS, INC.

SI JOB NO. 17-69,017

JOB NUMBER: 17-69,017
DRAWN BY: E. DAVIS
DATE: OCTOBER 26, 2017

THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS EXHIBIT IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. RECORD INFORMATION SHOWN HEREON IS BASED ON INFORMATION PROVIDED BY CLIENT.

Flatirons, Inc.
Surveying, Engineering & Geomatics



655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

EXHIBIT "A"

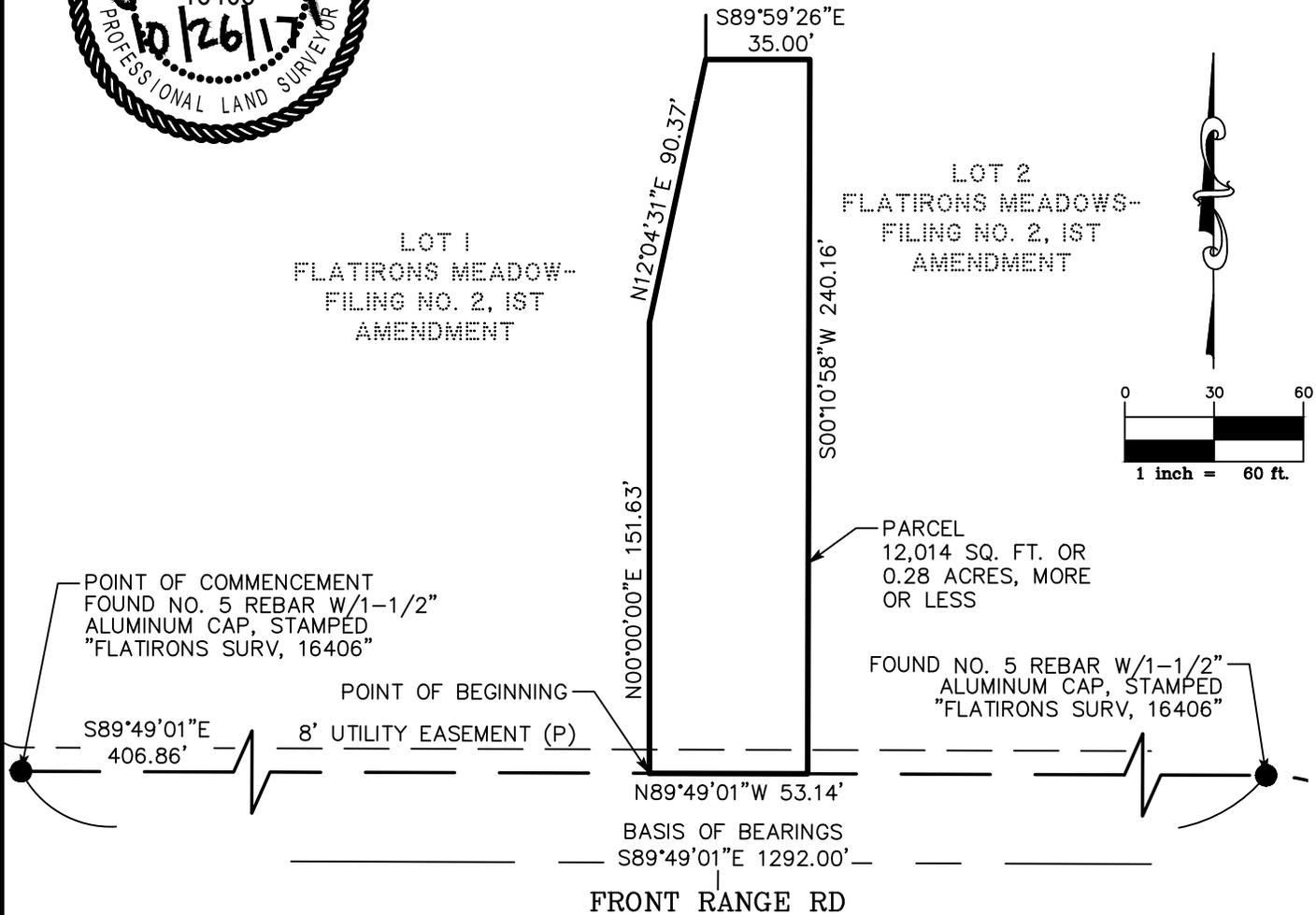
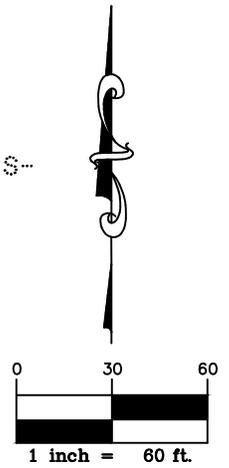
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 2



LOT 1
FLATIRONS MEADOWS--
FILING NO. 2, 1ST
AMENDMENT

LOT 2
FLATIRONS MEADOWS--
FILING NO. 2, 1ST
AMENDMENT



PARCEL
12,014 SQ. FT. OR
0.28 ACRES, MORE
OR LESS

FOUND NO. 5 REBAR W/1-1/2"
ALUMINUM CAP, STAMPED
"FLATIRONS SURV, 16406"

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