

**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 _____, 2016, by and between **Boulder Valley School District**, whose address is **6500 E Arapahoe Rd Boulder CO, 80301**, 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, 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. *Indemnification.* In connection with its operations hereunder, to the extent allowable under Colorado law, the Grantee shall indemnify and hold the Grantor harmless from any and all claims, demands, liabilities, actions, costs and expenses, including reasonable attorney's fees and expert witness fees, incurred by Grantor arising out of or in any way connected to the negligent operation of the Grantee on the Easement, except to the extent that

any such claim, demand, liability, action, cost or expense is attributable to the acts or omissions of the Grantor. The Grantee does not waive or intend to waive the rights or protections guaranteed under the Governmental Immunity Act.

11. *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.

12. *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.

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

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

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

16. *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.

17. *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.

18. *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

EXHIBIT "A"

LOCATED IN THE SOUTH HALF OF SECTION 23, TOWNSHIP 1 NORTH,
RANGE 69 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF ERIE, COUNTY OF BOULDER, STATE OF COLORADO
SHEET 1 OF 2

A UTILITY EASEMENT, TO BE DEDICATED, OVER AND ACROSS A PORTION OF TRACT G, FLATIRON MEADOWS—FILING NO. 2 AS RECORDED AT RECEPTION NO. 03313537, DATED MAY 21, 2013 AT BOULDER COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTH HALF 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 NORTH LINE OF TRACTS H AND G, FLATIRON MEADOWS—FILING NO. 2, TO BEAR SOUTH 89°49'01" EAST, A DISTANCE OF 754.89 FEET BETWEEN A FOUND NO. 5 REBAR WITH 1-1/2" ALUMINUM CAP, STAMPED "FLATIRONS SURV, 16406" AND A FOUND 1-1/4" ORANGE PLASTIC CAP, MARKED "AZTEC, LS 38064", WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT H; THENCE SOUTH 89°49'01" EAST ALONG THE NORTH LINE OF SAID TRACTS, A DISTANCE OF 593.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID TRACTS SOUTH 89°49'01" EAST, A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 00°10'20" WEST, A DISTANCE OF 33.51 FEET; THENCE NORTH 89°49'40" WEST, A DISTANCE 20.00 FEET; THENCE NORTH 00°10'20" EAST, A DISTANCE OF 33.52 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DEDICATED EASEMENT CONTAINING 670 SQ.FT. OR 0.02 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 EASEMENT 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.

FSI JOB NO. 15-66,631

JOB NUMBER: 15-66,631
DRAWN BY: E. DAVIS
DATE: JULY 29, 2016

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Flatirons, Inc.

Surveying, Engineering & Geomatics



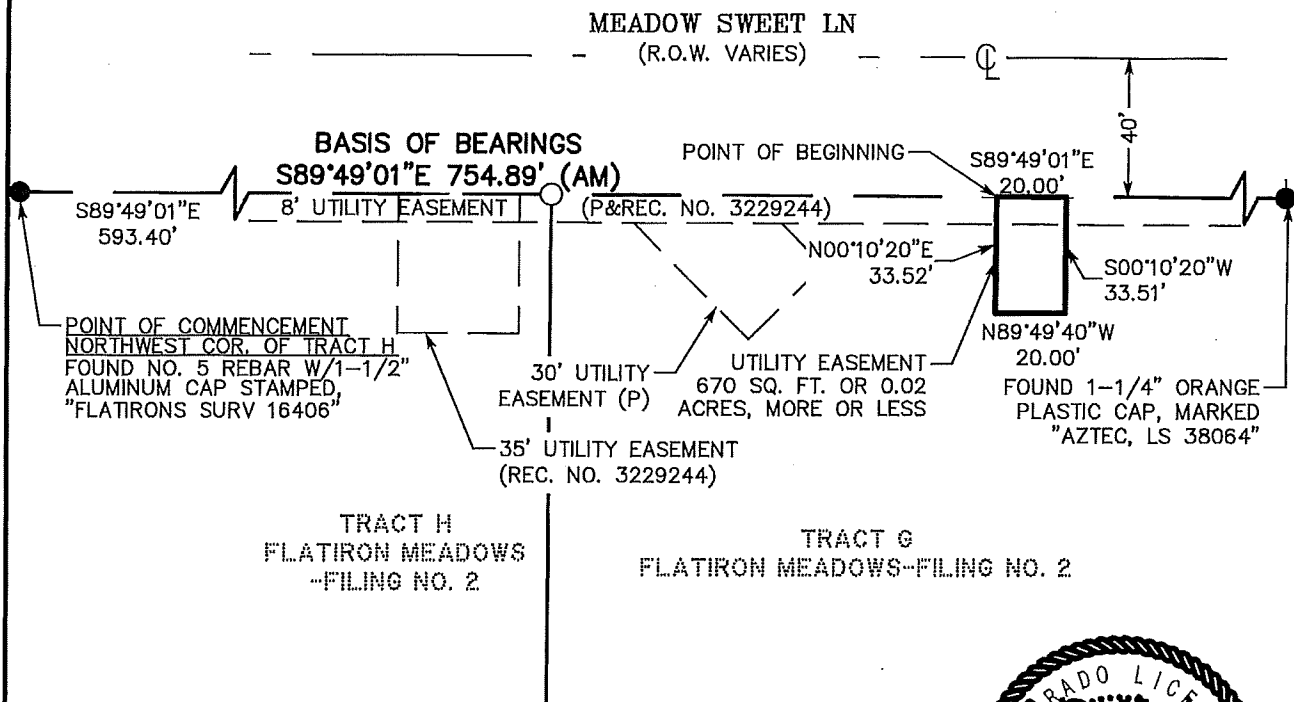
655 FOURTH AVE
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PH: (303) 776-1733
FAX: (303) 776-4355

www.FlatironsInc.com

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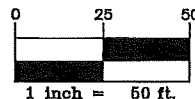
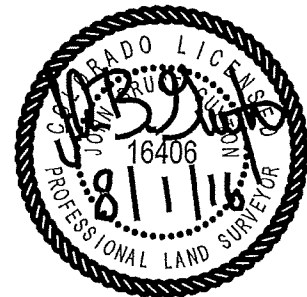
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COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT H; THENCE SOUTH 89°49'01" EAST ALONG THE NORTH LINE OF SAID TRACTS, A DISTANCE OF 754.89 FEET TO A POINT ON A TANGENT CURVE; THENCE 227.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, AN INCLUDED ANGLE OF 28°55'10" AND SUBTENDED BY A CHORD BEARING NORTH 75°43'24" EAST, A DISTANCE OF 224.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE, 30.15 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, AN INCLUDED ANGLE OF 3°50'19" AND SUBTENDED BY A CHORD BEARING NORTH 59°20'40" EAST, A DISTANCE OF 30.14 FEET; THENCE DEPARTING SAID NORTH LINE SOUTH 25°05'23" EAST, A DISTANCE OF 47.77 FEET; THENCE SOUTH 64°54'37" WEST, A DISTANCE OF 30.00 FEET; THENCE NORTH 25°05'23" WEST, A DISTANCE 44.85 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DEDICATED EASEMENT CONTAINING 1,384 SQ.FT. OR 0.03 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 EASEMENT 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.



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CHAIRMAN/CEO, FLATIRONS, INC. JOB NO. 15-66,631

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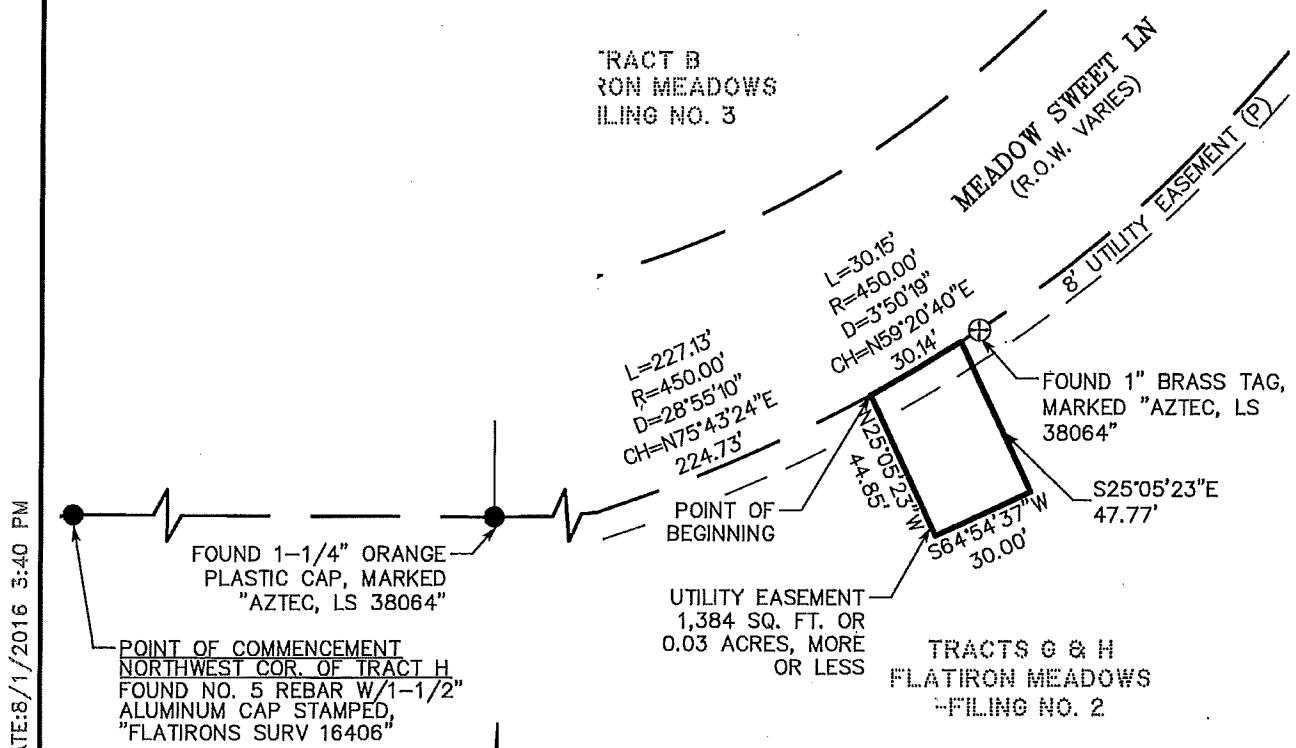
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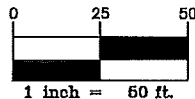
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COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT H; THENCE SOUTH 89°49'01" EAST ALONG THE NORTH LINE OF SAID TRACTS, A DISTANCE OF 754.89 FEET TO A POINT ON A TANGENT CURVE; THENCE 80.48 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, AN INCLUDED ANGLE OF 10°14'52" AND SUBTENDED BY A CHORD BEARING NORTH 85°03'33" EAST, A DISTANCE OF 80.38 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUING ALONG SAID NORTH LINE, 133.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET, AN INCLUDED ANGLE OF 17°03'10" AND SUBTENDED BY A CHORD BEARING NORTH 71°24'32" EAST, A DISTANCE OF 133.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE 31.37 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET, AN INCLUDED ANGLE OF 51°20'53" AND SUBTENDED BY A CHORD BEARING SOUTH 83°15'15" EAST, A DISTANCE OF 30.33 FEET; THENCE NORTH 54°09'37" EAST, A DISTANCE OF 40.76 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 17.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 34.50 FEET, AN INCLUDED ANGLE OF 28°26'08" AND SUBTENDED BY A CHORD BEARING NORTH 11°09'57" WEST, A DISTANCE OF 16.95 FEET TO THE NORTHERLY LINE OF TRACT G; THENCE ALONG SAID NORTHERLY LINE, 6.98 FEET ALONG THE ARC OF A CURVE LEFT HAVING A RADIUS OF 390.00 FEET, AN INCLUDED ANGLE OF 1°01'34" AND SUBTENDED BY A CHORD BEARING NORTH 52°59'09" EAST, A DISTANCE OF 6.98 FEET; THENCE 23.28 FEET ALONG THE ARC OF A CURVE LEFT HAVING A RADIUS OF 29.50 FEET, AN INCLUDED ANGLE OF 45°12'22" AND SUBTENDED BY A CHORD BEARING SOUTH 10°47'12" EAST, A DISTANCE OF 22.68 FEET; THENCE SOUTH 54°09'37" WEST, A DISTANCE OF 48.80 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 34.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, AN INCLUDED ANGLE OF 64°58'39" AND SUBTENDED BY A CHORD BEARING NORTH 83°43'25" WEST, A DISTANCE OF 32.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE 52.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 436.85 FEET, AN INCLUDED ANGLE OF 6°51'08" AND SUBTENDED BY A CHORD BEARING SOUTH 67°12'50" WEST, A DISTANCE OF 52.21 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 37.04 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 463.61 FEET, AN INCLUDED ANGLE OF 4°34'41" AND SUBTENDED BY A CHORD BEARING SOUTH 72°59'21" WEST, A DISTANCE OF 37.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE 5.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 40.67 FEET, AN INCLUDED ANGLE OF 7°47'04" AND SUBTENDED BY A CHORD BEARING SOUTH 79°14'07" WEST, A DISTANCE OF 5.52 FEET; THENCE SOUTH 83°07'39" WEST, A DISTANCE OF 10.88 FEET; THENCE SOUTH 83°11'34" WEST, A DISTANCE OF 24.98 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DEDICATED EASEMENT CONTAINING 953 SQ.FT. OR 0.02 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 EASEMENT 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. # 1406
CHAIRMAN/CEO, FLATIRONS, INC.

NO. 15-66,631

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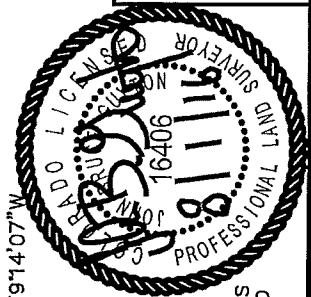
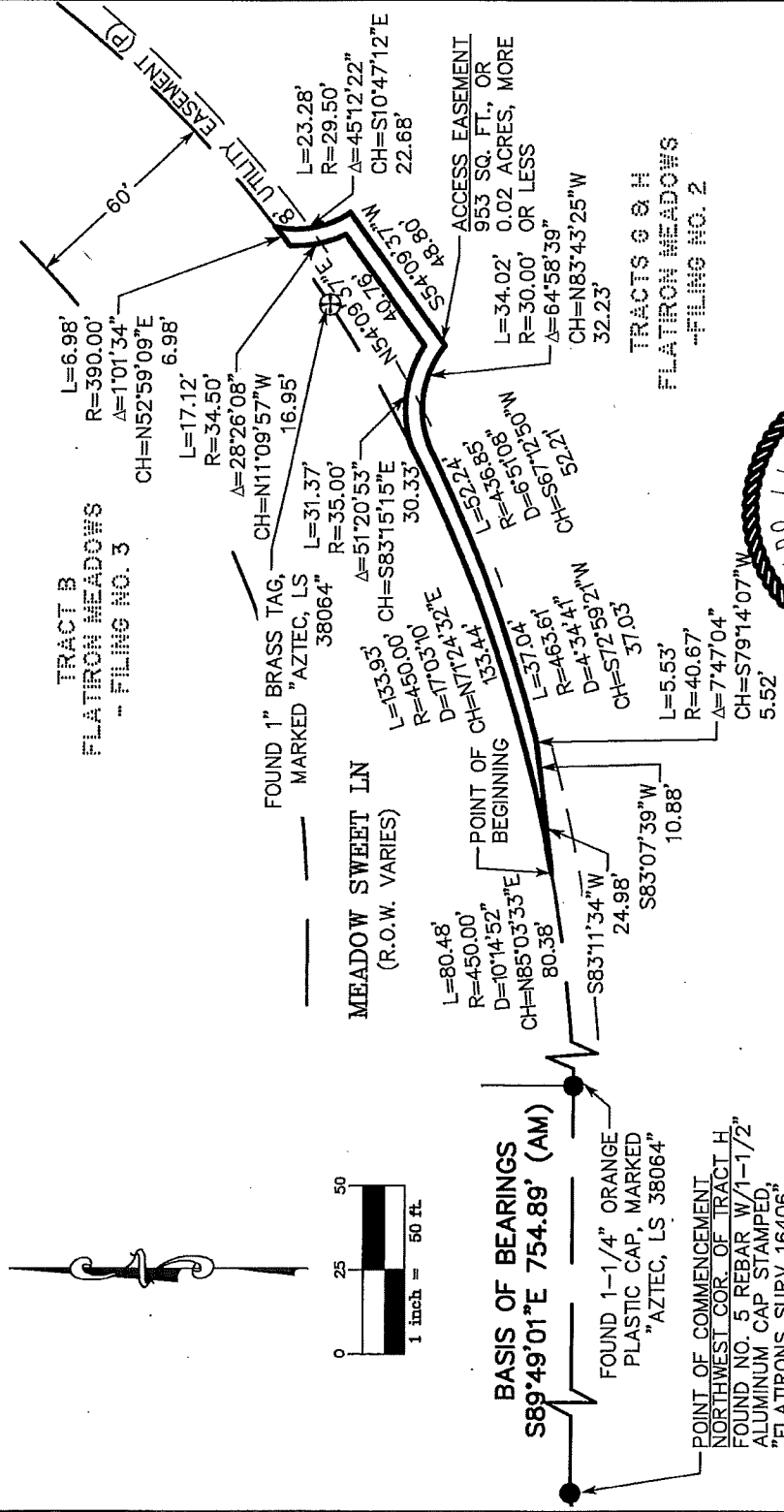
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SHEET 2 OF 2



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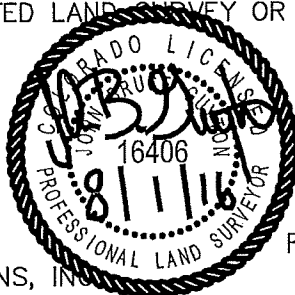
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COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT H; THENCE SOUTH 89°49'01" EAST ALONG THE SOUTH LINE OF SAID TRACTS, A DISTANCE OF 668.83 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°41'02" EAST, A DISTANCE OF 205.15 FEET; THENCE SOUTH 89°18'58" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 00°41'02" WEST, A DISTANCE 204.89 FEET TO A POINT ON SAID SOUTH LINE; THENCE SOUTH 89°49'01" EAST, A DISTANCE OF 30.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID DEDICATED EASEMENT CONTAINING 6,154 SQ.FT. OR 0.14 ACRES, MORE OR LESS.

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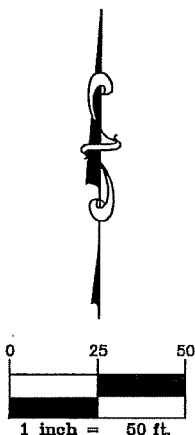
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Flatirons, Inc.
Surveying, Engineering & Geomatics
 655 FOURTH AVE
LONGMONT, CO 80501
PH: (303) 776-1733
FAX: (303) 776-4355
www.FlatironsInc.com

EXHIBIT "A"

LOCATED IN THE SOUTH HALF 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



TRACT G & H
FLATIRON MEADOWS
--FILING NO. 2

UTILITY EASEMENT
6,154 SQ. FT., OR 0.14
ACRES, MORE OR LESS

POINT OF COMMENCEMENT
SOUTHWEST COR. TRACT H
FOUND NO. 5 REBAR
W/1-1/2" ALUMINUM CAP
STAMPED, "FLATIRONS
SURV 16406"

POINT OF BEGINNING

8' UTILITY EASEMENT (P)
BASIS OF BEARINGS
S89°49'01"E 1292.00' (AM)

FRONT RANGE RD
(60' R.O.W.)

S89°18'58"E
30.00'

N00°41'02"E 205.15'

S00°41'02"W 204.89'



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

JOB NUMBER: 15-66,631
DRAWN BY: E. DAVIS
DATE: JULY 29, 2016

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BY:E.DAVIS FILE:66631-DED ESMT (C16).DWG DATE:8/1/2016 3:47 PM