

**GRANT OF PERMANENT ACCESS
AND UTILITIES EASEMENT AGREEMENT**

THIS GRANT OF PERMANENT ACCESS AND UTILITIES EASEMENT AGREEMENT, ("Agreement") made and entered into this 8th day of March, 2017, by and between REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company, whose address is 3874 S. Peach Way, Denver, Colorado 80237-1256, hereinafter referred to as the "Grantor," and the TOWN OF ERIE, a Colorado Municipal Corporation, whose address is 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 Weld 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 "PE-1"** attached hereto and made a part hereof (the "Easement Property"), in accordance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the foregoing recitals and the obligations, covenants and agreements herein set forth, the legal sufficiency of which the Parties do hereby acknowledge, the Parties hereto 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 Weld, 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: REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company

By: Jack Feuer

Title: Manager

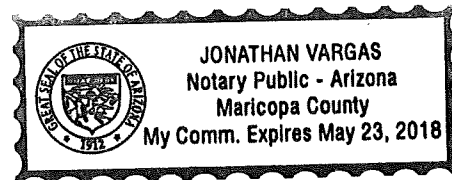
STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 8TH day of MARCH, 2017, by JACK FEUER as MANAGER for **REYNOLDS ERIE PROPERTY LLC, a Colorado limited liability company**

WITNESS my hand and official seal.

My commission expires: 05/23/2018

Jonathan Vargas
Notary Public



GRANTEE: TOWN OF ERIE, a Colorado municipal corporation

By: _____
Tina Harris, Mayor

ATTEST:

By: _____
Nancy Parker, Town Clerk

Exhibit A

**ERIE PT N2SW4 ALL THAT PT LYING S OF VISTA PARKWAY & LYING W OF
ABND BURLINGTON RR**

PE-1

PROPERTY DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE PROPERTY DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 2469532 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHWEST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF ERIE, COUNTY OF WELD, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN BEING MONUMENTED BY A 3-1/4" ALUMINUM CAP STAMPED: PLS 25369 1999 AT THE WEST END AND A 3-1/4" ALUMINUM CAP STAMPED: PLS 7735 1994 AT THE EAST END, BEING ASSUMED TO BEAR N89°43'15"E.

COMMENCING AT THE CENTER ONE-QUARTER CORNER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN;

THENCE S19°52'49"W A DISTANCE OF 416.64 FEET, TO THE NORTHWESTERLY CORNER OF PARCEL 2, DESCRIBED IN THE DOCUMENT RECORDED UNDER THE RECEPTION NO. 3063202 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER;

THENCE ON THE WESTERLY LINE OF SAID PARCEL 2, AND THE WESTERLY LINE OF COAL CREEK DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 3639803, S12°43'41"W A DISTANCE OF 67.12 FEET;

THENCE DEPARTING SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

1. N68°50'30"W A DISTANCE OF 27.44 FEET;
2. N57°35'30"W A DISTANCE OF 153.36 FEET, TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF VISTA PARKWAY DESCRIBED IN THE DOCUMENT RECORDED UNDER RECEPTION NO. 3063202;

THENCE ON SAID SOUTHERLY RIGHT-OF-WAY LINE, S81°05'30"E A DISTANCE OF 171.92 FEET, TO THE POINT OF BEGINNING;

CONTAINING AN AREA OF 6,168 SQUARE FEET OR 0.1416 ACRES.

EXHIBIT ATTACHED AND BY THIS REFERENCE MADE A PART HEREOF.

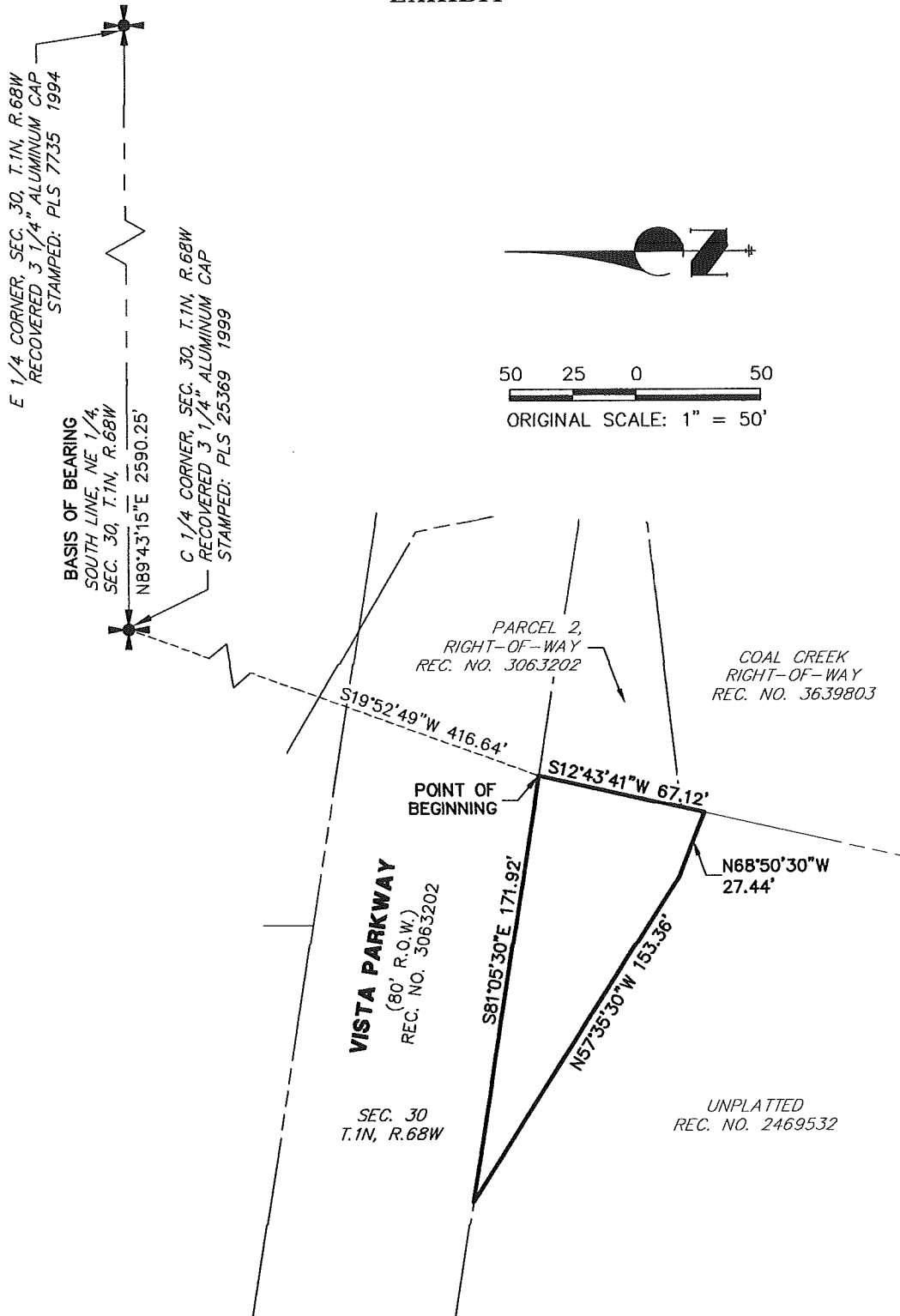
PROPERTY DESCRIPTION STATEMENT

I, JARROD ADAMS, A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY STATE THAT THE ABOVE PROPERTY DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED UNDER MY RESPONSIBLE CHARGE, AND ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, ARE CORRECT.

JARROD ADAMS, PROFESSIONAL LAND SURVEYOR
COLORADO NO. 38252
FOR AND ON BEHALF OF JR ENGINEERING, LLC



EXHIBIT



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

PERMANENT EASEMENT NO. 1
 ERIE
 PROJECT NO.: 15708.08
 DATE: 09/12/16

SHEET: 2 OF 2



J-R ENGINEERING

A Westrian Company

Centennial 303-740-9000 • Colorado Springs 719-593-2593
 Fort Collins 970-491-9000 • www.jrengineering.com

[Handwritten signature]