

GRANT OF EASEMENT

THE COUNTY OF ADAMS, STATE OF COLORADO (“Grantor”), for good and valuable consideration the receipt and adequacy of which is acknowledged, hereby grants, sells and conveys to NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT, with an address of 3172 East 78th Avenue, Denver, CO 80229 (the “Grantee”), its successors and assigns, a non-exclusive easement and right to construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove a pressure reducing valve and all fixtures and devices appurtenant thereto, as may from time to time be useful to, or required by Grantee, on, over, under, and across the following described premises:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED
HEREIN BY THIS REFERENCE (the “Easement Area”),

Grantee shall have the right of ingress and egress 24 hours a day, 7 days a week, over and across the Easement Area of the Grantor to survey, construct, operate, maintain, replace, enlarge, reconstruct, improve, inspect, repair and remove a pressure reducing valve and all fixtures and devices appurtenant thereto, and the right to remove any objects interfering therewith, including but not limited to, the trimming of trees and bushes as may be necessary. Grantee shall also have the right to use any portion of Easement Area of Grantor during surveying, construction, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repairs and removal as may be required to permit the operation of standard utility construction or repair machinery or the operation of any assigns within the boundaries of this easement.

Grantor reserves the right to occupy, use, and landscape said easement for all purposes not inconsistent with the rights granted to Grantee so long as said use does not damage or interfere with the Grantee’s facilities or the construction, operation, maintenance, replacement, enlargement, reconstruction, improvement, inspection, repair and removal thereof. Grantor shall not install, or permit the installation of, any buildings or permanent structures or facilities of any kind on, over, under, or across said easement without the prior written approval of Grantee.

Grantee shall promptly backfill any excavation and/or trench made by it on said easement area and shall promptly repair or replace any damage it shall do to Grantor's property such as but not limited to fences, bridges, culverts, roads or lanes and shall leave the surface of said easement in a neat and orderly vegetated condition and at the same elevation and contour following completion of any work performed, except as necessarily modified to accommodate the infrastructure and appurtenances installed.

Grantee understands and agrees that the easement being granted is within the future road right-of-way for York Street and that at the time the additional road right-of-way is dedicated and a notice to proceed for construction of the expanded York Street has been issued, this easement shall terminate if Grantee’s improvements cannot be accommodated within the expanded York Street designs. If Grantee’s improvements cannot be accommodated within the expanded York Street designs, Grantee, at its sole cost, shall modify or relocate its infrastructure to accommodate the expanded road design and construction. Grantor shall use good-faith efforts to provide to Grantee, at no cost, a replacement easement should the Grantee’s modified or relocated infrastructure fall outside the future dedicated right-of-way. However, nothing in this easement shall be interpreted as requiring Grantor to acquire property interests to accommodate Grantee’s easement re-location. Grantor reserves the right to use said easement for all purposes, not inconsistent with the provisions herein, which will not interfere with the Grantee’s full enjoyment of the right hereby granted.

Grantee, its successors, assigns, employees and contractors shall, to the extent permitted by law, indemnify and hold Grantor harmless for, from and against any liability for damages, loss or expense, arising from damage to property or injury or death of any person or persons, arising out of, or in any way connected with or resulting from the Grantee's construction, operation, maintenance, repair, or replacement of the pressure reducing valve and its appurtenances.

Each and every one of the benefits and burdens of this Grant of Easement shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties hereto. The rights of Grantee hereunder may be exercised by its employees, licensees, contractors and permittees.

Grantor warrants that Grantor is the fee owner of the encumbered property and has the full right and lawful authority to make the grant contained herein.

The venue for any dispute arising from this Grant of Easement shall be in the courts of Adams County, Colorado.

Unless special provisions are listed below and/or attached, the above constitutes the entire agreement between the parties and no additional or different or representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this Grant of Easement.

Executed and delivered this _____ day of _____ 2017

ATTEST:
STAN MARTIN,
CLERK AND RECORDER

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO

BY:

Chair

APPROVED AS TO FORM:

Adams County Attorney's Office

Exhibit A

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Easement Description

A portion of that parcel conveyed to Adams County filed April 28, 1960 in Book 842 at Page 163, in Section 25, Township 2 South, Range 68 West of the Sixth Principal Meridian, Adams County, Colorado, described as follows:

Note:

1. The Basis of Bearings is the south line of the southwest quarter of the southwest quarter of Section 25, T2S, R68W 6th P.M., as monumented with a 3.25" aluminum cap PLS 25369, as a 30.00 foot witness corner, at the west end and a 2.5" aluminum cap PLS 6973 at the east end with a grid bearing of N 89°22'39" E for a distance of 1305.79 feet.

Commencing at a 3.25" aluminum cap as a 30.00 foot witness corner to the southwest corner of Section 25;
Thence S 89°22'39" W, along the south line of said Section 25, a distance of 30.00 feet to the calculated position of the southwest corner of said Section 25; Thence N 59°17'19" E, departing said south line, a distance of 34.91 feet, more or less, to the point of intersection of the easterly right of way line of York Street with the northerly line of that Right of Way Agreement filed July 28, 1956 in Book 621 at Page 2 and the POINT OF BEGINNING;

Thence N 00°02'40" E, along said easterly right of way line, a distance of 15.00 feet;

Thence N 89°22'39" E a distance of 41.79 feet;

Thence N 67°28'57" E a distance of 33.14 feet;

Thence N 37°35'14" E a distance of 18.61 feet;

Thence S 52°24'46" E a distance of 15.00 feet;

Thence S 37°35'14" W a distance of 22.61 feet;

Thence S 67°28'57" W a distance of 40.04 feet, more or less, to a point on the northerly line of said Right of Way Agreement being 17.50 feet northerly of, as measured perpendicular to, the south line of Section 25;

Thence S 89°22'39" W, along said northerly line, a distance of 44.86 feet to the POINT OF BEGINNING.

Containing 0.035 acres more or less.

Prepared by David C. Costner
For and on behalf of Topographic Land Surveyors
520 Stacy Ct. Ste B, Lafayette, CO 80026



Exhibit A

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