

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this _____ day of _____, 2024, by and between Longmont Housing Authority, a public body corporate and politic, and the City of Longmont, a Colorado municipal corporation (collectively, “Grantor”), and the City of Longmont, Colorado, a municipal corporation (“Grantee”), whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501.

RECITALS

WHEREAS, the Grantor is the owner of real property located in Boulder County, Colorado, and more particularly described on Exhibit “A,” attached hereto and incorporated herein by reference (the “Easement Property”);

WHEREAS, the Grantor has agreed to grant the easement pursuant to the terms and conditions of this Easement Agreement.

NOW THEREFORE, and for and in consideration of ONE AND NO/100 DOLLARS (\$1.00), and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the Grantor has granted, sold and conveyed, and by this Easement Agreement does grant, sell, convey and confirm to the Grantee, its successors and assigns, forever, a permanent non-exclusive easement on, over, under, and across the Easement Property for the purposes of the following, (the “Easement”):

- 1.1 Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing public trail, in whole or in part, and all necessary subsurface and surface appurtenances related thereto (“Improvements”) required in connection with the development, operation, use, and maintenance of the Easement Property;
- 1.2 Marking the location of the Easement, and any Improvements, by suitable markers set and maintained in the ground at locations which shall not interfere with such reasonable use as Grantor shall make of the Easement under the terms of this Easement Agreement; and
- 1.3 Right of ingress and egress to, from, over, across, and on the Easement Property as is reasonably necessary, from time-to-time, to perform the activities listed herein in connection with the ongoing development, operation, use, and maintenance of the Easement Property and any Improvements, and to enforce the rights, terms and conditions given by this Easement Agreement.

2. The Grantor reserves the right to use and occupy the Easement for any lawful purpose consistent with the rights and privileges granted herein, which will not interfere with or endanger

any of the Grantee's rights or Improvements on, over, under, or across the Easement or Grantee's use thereof.

3. That the Grantee shall have and exercise the right of lateral and subjacent support to whatever extent is necessary or desirable for the full, complete, and unmolested enjoyment of the rights herein described.

4. If it shall be necessary to disturb the surface of the Easement Property for any of the purposes listed herein, the Grantee shall restore the ground surface, including any authorized paving and any appurtenances, except as may be necessary to accommodate any of Grantee's Improvements, as near as practical to their original condition prior to any construction, within twelve (12) months, unless Grantor and Grantee mutually agree in writing otherwise.

5. That the Grantor shall not construct or allow the construction of any building, structure, or other improvements, such as any fence, gate, or ground utility connections or appurtenances on, over, under, or across the Easement, or take any action which would impair or in any way modify the Improvements or lateral or subjacent support for the Improvements, without obtaining the specific written permission of the Grantee, except as agreed upon by the parties in a final subdivision plat for the land described in Exhibit "A," the Easement Property. In the event that the Grantee's specific written permission is not obtained, the Grantee shall be permitted to immediately remove or relocate, without any liability for damages and at the sole expense of Grantor, any obstruction that interferes with or impairs the Grantee's rights hereunder.

6. That the Grantor covenants and agrees to cause the Easement area and any improvements installed by the Grantor, subject to paragraph 5, thereon to be maintained and kept, at its sole cost and expense, in good condition and state of repair.

7. The Grantor agrees to indemnify and hold harmless the Grantee, its elected and appointed officials, its officers and employees from any and all suits, claims, damages, liability or court awards, including costs and attorney's fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone including but not limited to any person, firm, partnership or corporation in connection with or arising from Grantor's use, maintenance, or operation of the Easement area or any or all of its improvements installed thereon.

8. That the obligations of the Grantor contained in this Easement Agreement shall constitute a covenant which shall run with and burden the land, shall bind all future owners of the land, and shall be enforceable against the Grantor, and the Grantor's successors and assigns by the Grantee, and its successors and assigns.

9. That the Grantor warrants that Grantor, and all persons claiming under the Grantor, have full right, title, ownership, and lawful authority to make the grant contained here, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Easement from persons claiming the whole or any part thereto against lawful claims of all persons whatsoever, subject to easements, encumbrances, exceptions, limitations, restrictions, and reservations contained in instruments of record prior to the date of this Easement Agreement.

10. No representations, warranties, or certifications express or implied shall exist as between the parties, except as specially stated in this Easement Agreement.

11. The provisions of this Easement Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.

12. None of the terms or conditions in this Easement Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the Grantee or the Grantor receiving services or benefits under this Easement Agreement shall be only an incidental beneficiary.

13. This Easement Agreement is an integration of the entire understanding of the parties with respect to the matters stated herein. The parties shall only amend this Easement Agreement in writing with the proper official signatures attached hereto.

14. No waiver of any breach or default under this Easement Agreement shall be a waiver of any other or subsequent breach or default.

15. Upon full execution hereof, the Grantee shall record this Agreement in the real property records of Boulder County, Colorado.

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

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first above written.

SIGNATURE PAGES TO FOLLOW

GRANTOR LONGMONT HOUSING AUTHORITY:

Interim Executive Director

STATE OF COLORADO _____)
_____) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Harold Dominguez, Interim Executive Director.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

GRANTOR CITY OF LONGMONT:

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-002698

CITY OF LONGMONT,
A Municipal Corporation

Easement Agreement with City of Longmont and LHA_Dry Creek Trail_FINAL_06/13/2024

**EXHIBIT A
(1 OF 2)
PROPERTY DESCRIPTION**

A strip of land, being part of Lot 2, Longs Peak Business Park – Sunset Diagonal Business Park Minor Subdivision “D,” recorded January 23, 2023 as Reception No. 03995264 of the records of the Boulder County Clerk and Recorder, located in the Southwest Quarter (SW1/4) of Section Nine (9), Township Two North (T.2N.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), City of Longmont, County of Boulder, State of Colorado, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 2, and assuming the most Westerly portion of the Northerly line of said Lot 2, being monumentalized by a #5 rebar with a red plastic cap stamped “LS28283” at both ends, as bearing North 87°44’42” East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 409.52 feet, with all other bearings contained herein relative thereto:

The following Three (3) courses and distances are along the Northerly line of said Lot 2:

THENCE North 87°44’42” East a distance of 409.52 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Southwest, a distance of 250.68 feet to a Point of Tangency (PT), said curve having a radius of 394.00, a central angle of 36°27’15” and a long chord bearing South 74°01’40” East a distance of 246.47 feet;
THENCE South 55°48’03” East a distance of 196.86 feet to the Northeast corner of said Lot 2;
THENCE along the Easterly line of said Lot 2, also being along the arc of a curve, which is concave to the Northwest and non-tangent to the aforesaid line, a distance of 22.94 feet, said curve having a radius of 193.36 feet, a central angle of 06°47’49” and a long chord bearing South 48°30’10” West a distance of 22.92 feet;
THENCE North 55°43’53” West, leaving the Easterly line of said Lot 2 and non-tangent to aforesaid curve, a distance of 176.24 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the South, a distance of 230.76 feet to a Point of Tangency (PT), said curve having a radius of 362.00 feet, a central angle of 36°31’24” and a long chord bearing North 73°59’35” West a distance of 226.87 feet;
THENCE South 87°44’42” West a distance of 123.69 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the South, a distance of 32.76 feet to a Point of Tangency (PT), said curve having a radius of 488.00 feet, a central angle of 03°50’47” and a long chord bearing South 85°49’19” West a distance of 32.76 feet;
THENCE South 83°53’55” West a distance of 49.89 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the North, a distance of 82.67 feet to a Point of Tangency (PT), said curve having a radius of 512.00 feet, a central angle of 09°15’03” and a long chord bearing South 88°31’26” West a distance of 82.58 feet;
THENCE North 86°51’02” West a distance of 8.58 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the South, a distance of 49.57 feet to a Point of Reverse Curvature (PRC), said curve having a radius of 188.00 feet, a central angle of 15°06’25” and a long chord bearing South 85°35’45” West a distance of 49.43 feet;
THENCE along the arc of a curve, which is concave to the North, a distance of 82.42 feet to the West line of said Lot 2, said curve having a radius of 212.00 feet, a central angle of 22°16’32” and a long chord bearing South 89°10’49” West a distance of 81.90 feet;
THENCE North 00°07’25” East along the West line of said Lot 2 a distance of 34.93 feet to the **POINT OF BEGINNING**.

Said described strip of land contains 25,506 sq. ft. or 0.586 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

SURVEYORS STATEMENT

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors
Colorado Licensed Professional Land Surveyor #38106

KING SURVEYORS, 650 East Garden Drive, Windsor, Colorado 80550, (970) 686-5011

JN: 20210187-A



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



KING SURVEYORS
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PROJECT NO:20210187-A
DATE: 3/28/2024
CLIENT: JUB
DWG: PE-HOUSING AUTHORITY
DRAWN: SMF CHECKED: MCD