



CITY OF LONGMONT | Utilities & Public Works
Public Works Engineering

June 28, 2024

Easement Vacation Description

The 25' wide Drainage Easement granted to the City of Longmont by Sugarmill Partnership, recorded at Boulder County under reception #02778440, as written, in its entirety.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 2 day of May, 2006, by and between Sugarmill Partnership, (Grantor), and the City of Longmont, Colorado, a municipal corporation, (Grantee), whose mailing address is 350 Kimbark Street, Longmont, Colorado 80501.

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the parties agree as follows:

1. That the Grantor has granted, sold and conveyed, and by this Agreement does grant, sell, convey and confirm to the Grantee, its successors and assigns, forever, a permanent non-exclusive easement on and under the land described in Exhibit A (Easement), attached hereto and incorporated herein by this reference, located in Boulder County, Colorado, for the purposes of:

- 1.1 Surveying, locating, installing, constructing, using, operating, maintaining, inspecting, repairing, altering, removing and replacing drainage facilities, in whole or in part, and all necessary subsurface and surface appurtenances;
- 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 over and on the lands described in Exhibit A to enforce the rights, terms and conditions given by this Easement Agreement.

2. That 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 or under the Easement or Grantee's use thereof, provided that Grantor shall not construct or allow the construction of any building, structure, or other improvement on or under 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.

3. That the Grantor covenants and agrees to cause the Easement Area and any improvements installed thereon to be maintained and kept, at its sole cost and expense, in good condition and state of repair.

4. Grantor agrees to indemnify and hold harmless City of Longmont and its officers and employees from any and all suits, claims, damages, liability or court awards, including costs and attorney 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, and operation of the Easement Area and any and all of its improvements installed thereon.

5. 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.

6. That the Grantor warrants for itself, and all persons claiming under the Grantor, that it has the exclusive and full right, title, ownership, and lawful authority to grant this easement and to make and enforce the covenants and promises herein.

7. That the Grantor warrants and will forever defend title to the Easement from persons claiming the whole or any part thereof, by, through or under the Grantor.

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

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

10. None of the terms or conditions in this 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 City or the Owner receiving services or benefits under this Agreement shall be only an incidental beneficiary.

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

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

13. This 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.

GRANTOR
Sugarmill Partnership

By: W.C. Kuhn
W.C. Kuhn

Title: Partner



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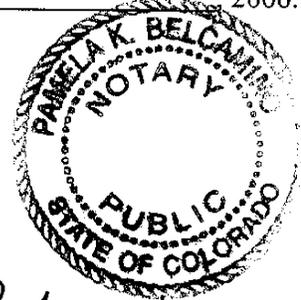
State of Colorado)

County of Boulder) ss:

The foregoing instrument was acknowledged before me by W.C. Kuhn, partner on behalf of Sugarmill Partnership, a partnership, this 3rd day of May 2006.

Witness my hand and official Seal.

My Commission expires August 20, 2007



Pamela K. Belcamino
Notary Public

CITY OF LONGMONT

By: _____
MAYOR



ATTEST:

Valeria D. Skiff
CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

James W. Proulx
Deputy City Attorney

Paul Bellverio
Community Development Director



EXHIBIT A

LEGAL DESCRIPTION

A strip of land located in the SE1/4 of the NW1/4 of Section 12, T2N, R69W of the 6th P.M., Boulder County, Colorado, being more particularly described as follows:

Commencing at the N1/4 Corner of said Section 12 from which the Northwest Corner of said Section 12 bears S88°18'35"W, 2634.93 feet, thence S00°19'41"E, 1321.77 feet along the East line of the NW1/4 of said Section 12 to the Southeast Corner of the NE1/4 of the NW1/4 of said Section 12; thence S88°27'53"W, 1296.91 feet along the South line of the NE1/4 of the NW1/4 of said Section 12 to the Westerly Corner of the first tract of land as described in Deed recorded as Reception No. 2665832 of the records of Boulder County, Colorado; thence Southeasterly, 21.01 feet along the Southerly line of the first tract of land as described in Deed recorded as said Reception No. 2665832 and along the arc of a curve concave to the Northeast to the TRUE POINT OF BEGINNING, said arc having a radius of 302.50 feet, a central angle of 3°58'47" and being subtended by a chord that bears S58°25'42"E, 21.01 feet;

Thence Southeasterly, 27.84 feet along the Southerly line of the first tract of land as described as said Reception No. 2665832 and along the arc of a curve concave to the Northeast, said arc having a radius of 302.50 feet, a central angle of 5°16'24" and being subtended by a chord that bears S63°03'17"E, 27.83 feet;

Thence S53°00'56"W, 48.98 feet;

Thence S00°16'33"E, 272.46 feet;

Thence S89°43'27"W, 25.00 feet to the West line of the SE1/4 of the NW1/4 of said Section 12;

Thence N00°16'33"W, 285.00 feet along the West line of the SE1/4 of the NW1/4 of said Section 12;

Thence N53°00'56"E, 49.29 feet to the TRUE POINT OF BEGINNING.

Legal Description prepared by:
William K. Wright, PLS #23529
Drexel, Barrell & Co.
1800 38th Street
Boulder, CO 80301-2620
(303) 442-4338

(W. Wright - S5662-5 - 5773LA.WKW)



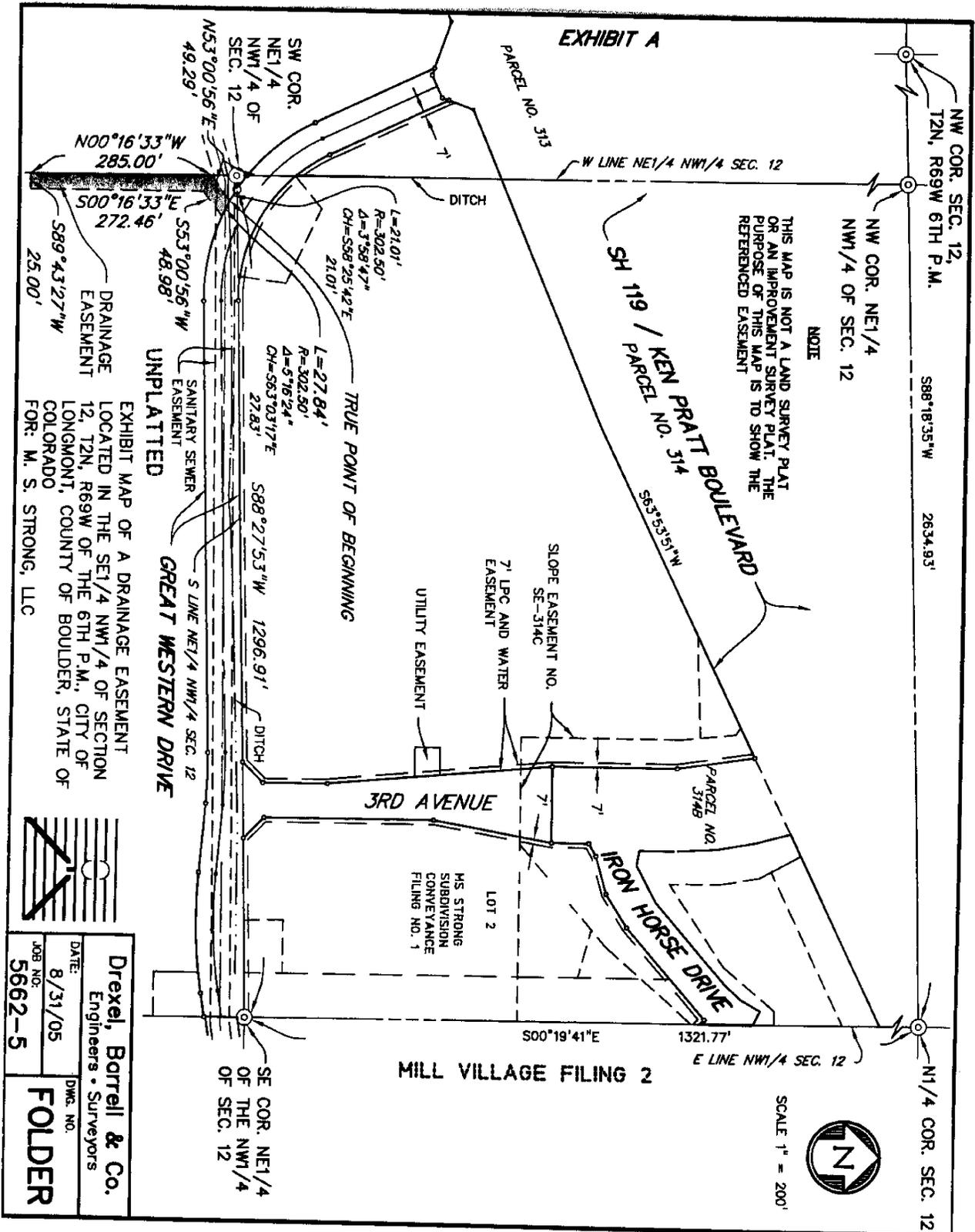
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DATE: 8/31/05
 DWG. NO.:
Drexel, Bottrell & Co.
 Engineers • Surveyors
 JOB NO.: 5662-5
FOLDER