

EASEMENT AGREEMENT FOR ACCESS

AGREEMENT made this 20th day of June, 2022, by and between the City of Evans, Colorado, whose address is 1100 37th Street, Evans, CO 80620 (“Grantor”), and Joshua B. Wells, whose address is 6271 37th Street, Greeley, Colorado 80631 (“Grantee”).

RECITALS

- A. Grantor owns that property situated in Weld County, Colorado, and described in Exhibit A attached hereto (“Grantor’s Property”)
- B. Grantee owns that property situated in Weld County, Colorado, and described in Exhibit B attached hereto (“Grantee’s Property”), which consists of two (2) parcels that are separated by a portion of Grantor’s Property; and
- C. Grantor desires to provide for an easement over the Grantor’s Property for ingress and egress for the benefit of Grantee’s Property as specified herein, which easement is for the purpose of allowing Grantee access to both parcels of Grantee’s Property from 65th Avenue on the west.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the parties covenant and agree for themselves, and their heirs, successors, and assigns, as follows:

1. **Recitals**. The above recitals are incorporated herein.
2. **Grant of Access Easements**. Grantor hereby grants to Grantee, its successors, assigns, agents, invitees and contractors, and, during any applicable tenancy, their tenants and subtenants (which shall include the agents, invitees, contractors, successors and assigns of such tenants and subtenants), a perpetual, exclusive easement for ingress and egress over and across a twenty-five (25) foot wide area with a certain line as described in Exhibit C attached hereto. The easement area described in this section 2 is referred to herein as the “Easement Area”. The parties acknowledge that such road was in existence prior December 29, 2000, which was the date on which Grantor was granted a conservation easement on Grantor’s Property by that certain Deed of Conservation Easement.
3. **Maintenance of Easement Area**. Grantee shall maintain the Easement Area and keep it in good repair, keep it clear and free of rubbish and obstructions of every nature, and provide adequate drainage thereon. Grantee may from time to time partially restrict access to the Easement Area for a reasonable period of time in order to perform maintenance, repair or replacement.

Grantee shall pay all costs and expense associated with the maintenance, repair, and replacement of the Easement Area, except as provided in Section 4 below.

In the event Grantee fails to maintain the Easement Area, upon no less than thirty (30) days’ prior written by Grantor to Grantee, Grantor shall be deemed to have a right, but not the obligation, to enter upon the Easement Area and perform such neglected maintenance, and

Grantee shall be responsible for all actual costs of the Grantor in performing such neglected maintenance. All amounts due under this paragraph shall be paid within thirty (30) days of demand and shall bear interest at the rate of ten percent (10%) per annum until paid in full.

4. **Covenants Running with Land.** The easements hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns.

5. **No Public Rights.** Nothing contained herein shall be construed as creating any rights in the general public or as dedicating the Easement Area for public use.

6. **Entire Agreement.** This Agreement supersedes all agreements previously made between the parties relating to its subject matter. There are no other understandings or agreements between them.

7. **Notices.** All notices under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at their last known address.

8. **Non-waiver.** No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

9. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be deemed an original and together shall constitute one and the same instrument.

11. **Construction of Agreement.** The rule of strict construction shall not apply to the easements granted in this Agreement or to the covenants set forth herein. This Agreement shall be given a reasonable construction so that the intention of the parties to confer reasonably usable benefits and reasonably enforceable obligations are carried out.

IN WITNESS WHEREOF, the Owners have executed this Agreement effective as of the day and year first above written.

GRANTOR:

City of Evans, Colorado

By: _____

Attest:

Name: _____

Title: _____

By: _____

City Clerk

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

Acknowledged before me by _____, as _____ of the City of Evans, Colorado, on _____, 2022.

Witness my hand and official seal.

My commission expires:

Notary Public

GRANTEE:

Joshua B. Wells

STATE OF COLORADO)

) ss.

COUNTY OF WELD)

Subscribed, sworn to, and acknowledged before me by Joshua B. Wells on _____, 2022.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A

Legal Description of Grantor's Property

Tract 2, Rocky Mountain Crossroads, Weld County, Colorado

EXHIBIT B

Legal Description of Grantee's Property

Tract 1, Rocky Mountain Crossroads, , EXCEPT that portion conveyed to the City of Evans, Colorado in Warranty Deed recorded February 23, 2017 at Reception No. 4280559, Weld County, Colorado

And

Tract 3, Rocky Mountain Crossroads, Weld County, Colorado

Exhibit C

Center Line Description

COMMENCING at the South Quarter corner of said Section 21 and assuming the South line of said SE1/4, as monumented by a #6 rebar with a 2.5" aluminum cap stamped LS 27275 at the West end and by a #6 rebar with 2.5" aluminum cap stamped LS 23501 at the East end, as bearing North 89°08'56" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983, a distance of 2630.87 feet with all other bearings contained herein relative thereto;

The lineal dimensions as contained herein are based upon the U. S. Survey Foot.

THENCE North 62°33'26" East a distance of 469.91 feet to the Southwesterly line of said Tract 2 and to the POINT OF BEGINNING;

THENCE South 70°46'49" East a distance of 90.97 feet to a Point of Curvature (PC);

THENCE along the arc of a curve concave to the North a distance of 222.62 feet, said curve has a radius of 258.25 feet, a delta angle of 49°23'28" and is subtended by a chord bearing North 84°31'27" East a distance of 215.79 feet; THENCE North 59°49'43" East a distance of 55.46 feet;

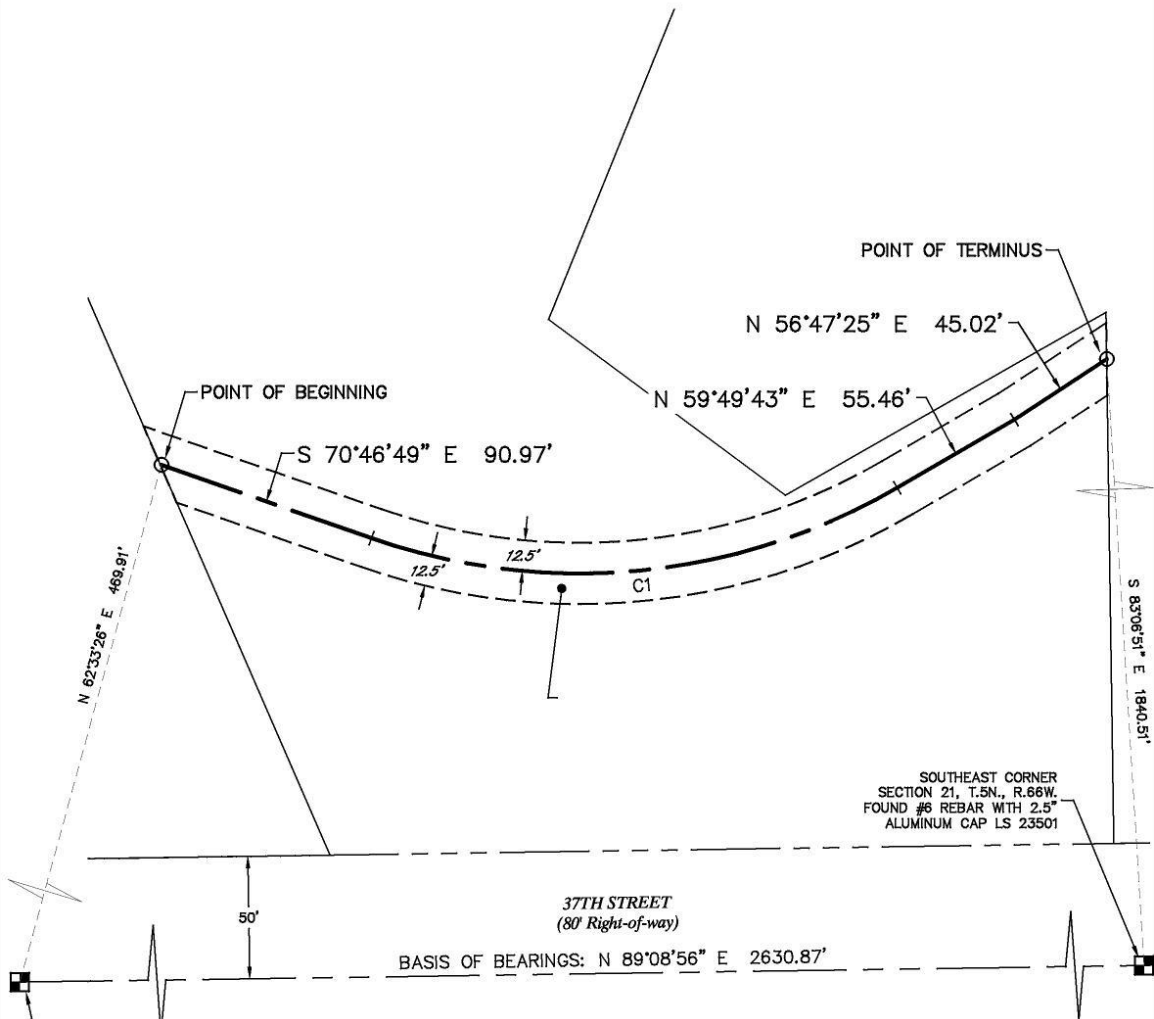
THENCE North 56°47'25" East a distance of 45.02 feet to the POINT OF TERMINUS, from which, the Southeast corner of said Section 21 bears South 83°06'51" East a distance of 1840.51 feet.

Said strip of land contains 0.24 Acres (+/-10,365 sq. ft.), more or less (+/-), and is subject to any rights-of-way or other easements of record as now existing on said described strip of land.



SECTION: 21
TOWNSHIP: 5N
RANGE: 66W

THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY



CURVE TABLE					
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	222.62'	258.25'	49°23'28"	N 84°31'27" E	215.79'

SOUTH QUARTER CORNER
SECTION 21, T.5N., R.66W.
FOUND #6 REBAR WITH 2.5"
ALUMINUM CAP LS 27275



Sheet 2 of 2

NOTE: This exhibit drawing is not intended to be a monumented land survey. It's 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.

Jason S. Allee—On behalf of Lat40, Inc.
Colorado Licensed Professional Land Surveyor No. 38479
DATE: 4/5/2022
PROJECT#: 2018078