

PUBLIC USE EASEMENT
(Tract C, Mead Place Final Plat, Amendment No. 1)

This PUBLIC USE EASEMENT is granted this _____ day of _____, 202__, by EQUINOX MEAD LLC, a Colorado limited liability company, whose legal address is 10450 E. 159th Court, Brighton, Colorado 80602 (the "**Grantor**"), to the TOWN OF MEAD, a municipality of the State of Colorado, whose legal address is 441 Third St., Mead, Colorado 80542 (the "**Grantee**").

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby dedicates, grants, bargains, sells, and conveys to the Grantee a perpetual non-exclusive public use easement (the "**Easement**") to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove public utilities and related appurtenances thereto (collectively, the "**Improvements**"), in, on, to, through, over, under, and across a certain parcel of real property located in the Town of Mead, Colorado, as more particularly described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the "**Easement Parcel**"), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and assigns shall have and exercise the right of permanent and perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel and Grantor's adjacent property for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to Grantee in the Easement.
2. The Grantee, its agents, successors, assigns, and other utility providers shall have the right to enter upon the Easement Parcel to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the Improvements made within the Easement Parcel, and to remove objects interfering therewith, including but not limited to any items placed on the Easement Parcel under paragraph 6 herein. In addition, the Grantee shall have the right, upon reasonable notice to the Grantor, to use so much of the adjoining and adjacent property of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably necessary.
3. The Grantee, its agents, successors, and assigns shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.
4. The Grantee, its agents, successors, and assigns shall have the right and authority to assign to any local governmental entity or any utility provider any and all rights to use, and all obligations associated with, the Easement. In addition, the Grantee shall have the right and authority to grant easements and licenses in the Easement Parcel to any local government entity and any utility provider for purposes of the Easement with respect to the Improvements.
5. Except as provided in paragraph 2 above, upon completion of its activities, the Grantee, to the extent practicable, shall restore: (a) the Easement Parcel, including the surface of the ground and all landscaping; and (b) such portions of the adjoining premises of the Grantor used by the Grantee for the purpose of the Easement, to the condition it was in

immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

6. The Grantor shall not construct, install, or place any structure, building, improvement, or facility, without limitation, whether temporary or permanent, nor plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Easement Parcel, except with the prior written consent of the Grantee. Any structure, building, improvement, or facility, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Easement Parcel as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising from such removal.
7. The Grantee agrees that in the event that and at such time as the Easement described herein is abandoned by the Grantee, its successor and assigns, the Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the use of the Easement, mere non-use of the Easement or Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.
8. The Grantor warrants, covenants, grants, bargains, and agrees to and with the Grantee that the Grantor is well seized of the Easement Parcel and has good, sure, perfect, absolute, and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to dedicate, grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature. The Grantor further promises and agrees to forever defend the Grantee in its quiet and peaceful possession of the Easement Parcel in the exercise of its rights hereunder against all and every person lawfully claiming or seeking to claim the whole or any part thereof.
9. The consideration set forth above includes full and just compensation for: (a) all of the Grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists. To the greatest extent permitted by law, the Grantor expressly agrees to and shall indemnify and hold harmless the Grantee and its successors and assigns from any and all claims against the Easement Parcel and the Grantor agrees to pay to the Grantee any and all reasonable attorney's fees and costs incurred by the Grantee in defending against claims against its right to use the Easement Parcel.
10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and assigns of the Grantor and the Grantee. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Parcel and are to run with the land until this Easement is terminated pursuant to the terms set forth herein.

{SIGNATURE PAGES FOLLOW.}

[Grantor signature page to Public Use Easement]

GRANTOR:

EQUINOX MEAD LLC, a Colorado limited liability company

By: _____
George R. Hanlon, Jr., Manager

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

The foregoing Public Use Easement was acknowledged before me this _____ day of _____, 202__, by George R. Hanlon, Jr., as Manager of Equinox Mead LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

[Grantee signature page to Public Use Easement]

GRANTEE:

TOWN OF MEAD, a municipality of the State of Colorado

Colleen G. Whitlow, Mayor

Date: _____

ATTEST:

Mary E. Strutt, MMC, Town Clerk

EXHIBIT A

[legal description of Easement Parcel attached. Note – Easement Parcel encumbers a portion of TRACT C, MEAD PLACE FINAL PLAT, AMENDMENT NO. 1, COUNTY OF WELD, STATE OF COLOADO]

(See attached.)

EXHIBIT A (PAGE 1 OF 2)

PROPERTY DESCRIPTION

Easement

A parcel of land for easement purposes, being part of Tract C, Final Plat, Mead Place, Amendment No. 1 recorded October 25, 2023 as Reception No. 4927625 of the Records of the Weld County Clerk and Recorded, located in the Southeast Quarter (SE1/4) of Section Twenty-one (21), Township Three North (T.3N), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Mead, County of Weld, State of Colorado and being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 21, and considering the East line of said SE1/4 of Section 21 as bearing South 00°26'03" East being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2648.82 feet with all other bearings contained herein relative thereto;

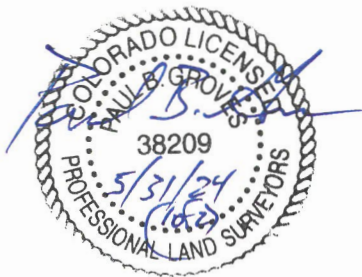
THENCE South 89°03'46" West along the North line of said SE1/4 a distance of 70.01;
THENCE South 00°26'03" East a distance of 10.00 feet to the **POINT OF BEGINNING**.

THENCE continuing South 00°26'03" East along a line ten (10) feet West of and parallel to the East line of said Tract C a distance of 1241.34 feet to a Point of Curvature (PC);
THENCE along the arc of a curve, which is concave to the Northwest, a distance of 53.24 feet, said curve having a radius of 140.00 feet, a central angle of 21°47'15" and a long chord bearing South 10°27'32" West a distance of 52.92 feet;
THENCE North 00°26'03" West along a line twenty (20) feet West of and parallel to the East line of said Tract C a distance of 1293.22 feet;
THENCE North 89°03'46" East a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains a total of 12,762 square feet or 0.293 acre, more or less and is subject to any existing easements and rights of way of record or as now existing on said described parcel of land.

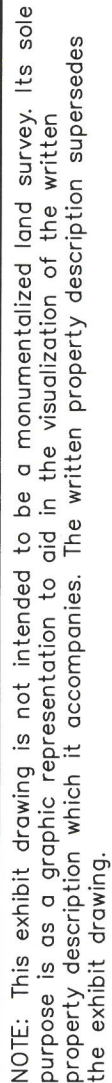
SURVEYORS STATEMENT

I, Paul B. Groves, 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.



Paul B. Groves - on behalf of King Surveyors
Colorado Licensed Professional
Land Surveyor #38209

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



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°26'03"E	10.00'
L2	N89°03'46"E	10.00'



PROJECT NO:20230080
DATE: 5/31/2024
CLIENT: OTAK
DWG: 20230080_ESMT-2
DRAWN: SMF CHECKED: PG