

Following recordation, return to:

Town Clerk
Town of Mead
441 Third Street
P.O. Box 626
Mead, CO 80542

**SANITARY SEWER AND STORMWATER IMPROVEMENTS EASEMENT
AGREEMENT (242 MAIN STREET)**

This **EASEMENT AGREEMENT** (“Agreement”) is entered into by and between the **TOWN OF MEAD, COLORADO**, a municipal corporation of the State of Colorado, with offices at 441 Third Street, Mead, Colorado 80542 (the “Town” or “Grantor”), and **WELCOME TO REALTY, LLC 401k PSP**, a Trust, whose address is P.O. Box 270145, Fort Collins, Colorado 80527 and **RELIABLE LENDING SERVICES, LLC**, a Colorado limited liability company (together, “Grantee”) (the “Parties”). This Agreement shall be effective on the date of mutual execution by the Parties (“Effective Date”).

For and in the consideration of the payment of Thirty Thousand Dollars (\$30,000.00) and other good and valuable consideration set forth herein, the sufficiency and receipt of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, and conveys to Grantee a perpetual non-exclusive easement, in, on, to, through, over, under, and across that certain real property described in **EXHIBIT A** attached hereto and incorporated herein by this reference (the “Easement”), for the construction and continued operation, maintenance, inspection, repair, alteration and replacement of certain sanitary sewer and stormwater improvements serving Grantee’s adjacent property located at 234 Main Street (the “Benefitted Property”) and all necessary and related improvements associated therewith as specifically shown and referenced in construction plans for the Mead Towne Center project reviewed and approved by the Town (the “Approved Plans”) (collectively, the “Improvements”). The grant of the Easement to Grantee is subject to the following terms and conditions:

1. Easement. The boundaries of the Easement are limited to the property specifically described in **EXHIBIT A**, attached hereto and incorporated by reference (the “Easement Area”). The Easement Area is located entirely within the following property owned by the Town:

PARCEL A:

THE NORTH 75 FEET OF BLOCK 6, THE TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO, EXCEPTING THEREFROM THAT PORTION OF SAID BLOCK 6, CONVEYED TO THE GREAT WESTERN RAILWAY COMPANY BY WARRANTY DEED RECORDED MARCH 20, 1906 IN BOOK 241 AT PAGE 27, WELD COUNTY RECORDS,

PARCEL B:

THE SOUTH HALF OF VACATED FAIRBAIRN AVENUE INSOFAR AS IT ABUTS THE NORTH 75 FEET OF BLOCK 6, OF THE TOWN OF MEAD, AS DESCRIBED IN ORDINANCE 421 RECORDED DECEMBER 21, 2001 UNDER RECEPTION NO. 2911126, ALSO TOGETHER WITH THE SOUTH HALF OF THAT PORTION OF VACATED FAIRBAIRN AVENUE INSOFAR AS IT ABUTS THE NORTH 75 FEET OF BLOCK 6, OF THE TOWN OF MEAD, AS DESCRIBED IN ORDINANCE 243 RECORDED MAY 7, 2001 UNDER RECEPTION NO. 2846383.

commonly known as 242 Main Street, Mead, Colorado and being the same property as described in that certain Special Warranty Deed recorded on March 3, 2022 at Reception No. 4807319 in the Weld County, Colorado real property records (“Town Property”).

2. Installation and Placement of Improvements. Grantee shall install and place all Improvements in accordance with the Approved Plans within the Easement Area. Grantee agrees and understands that the Improvements and the installation thereof shall not substantially interfere with any structures existing as of the Effective Date or subsequently placed on the Easement Area by Grantor, the use thereof, or the use of the Easement Area by Grantor of any such existing or planned structures.
3. Completion of Improvements. Grantee shall complete the installation and placement of the Improvements in accordance with the Approved Plans **no later than June 1, 2024** (“Outside Completion Date”). If Grantee completes the installation and placement of the Improvements in accordance with the Approved Plans on or before the Outside Completion Date, the Town shall pay fifteen thousand dollars (\$15,000.00) to Grantee (“Timely Completion Incentive”), with the Timely Completion Incentive to be paid to Grantee within thirty (30) days of Grantee submitting a payment request to the Town Manager in writing. If Grantee fails to complete the installation and placement of the Improvements in accordance with the Approved Plans by the Outside Completion Date, Grantee shall forfeit any and all right or interest Grantee may have in the Timely Completion Incentive.
4. Use of Easement. Grantee shall not use the Easement Area for any use other than those uses permitted herein. Grantee, its agents, successors, and permitted assigns shall have the right to enter upon the Easement Area and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the Improvements made within the Easement Area. Grantee shall not be authorized to use, occupy or access any portion of the Town Property outside the Easement Area without the express advance written approval of the Grantor.
5. Grantee Ownership and Maintenance of Improvements. Grantor agrees that Improvements installed within the Easement Area at Grantee’s expense shall remain the property of Grantee, removable at the option of Grantee. Grantee shall maintain the Improvements in good working order such that the Improvements function for their intended purpose. Grantee shall provide forty-eight (48) hours advance written notice by email or otherwise to the Town Manager or the Town Public Works Director of any scheduled maintenance,

replacement, or repairs to the Improvements, excepting only if there is an emergency that must be addressed in less than forty-eight (48) hours, in which case Grantee shall give written notice as soon as possible before entering the Easement Area to make such repairs.

6. Additional Conditions of Use. Grantee shall exercise the rights and privileges granted hereunder with due care, and during construction or repair activities shall use reasonable efforts to minimize disruption of the Easement Area; shall locate and protect any existing underground or above-ground utility lines and appurtenances; shall provide temporary construction fencing around all excavated areas during construction, maintenance or repair; and, within a commercially reasonable time after construction of the Improvements or any maintenance, repair or replacement thereof, shall clear the Easement Area of all construction debris, re-vegetate or re-pave the surface of the Easement Area as appropriate, and replace and properly compact any soils that have been excavated from the Easement Area or otherwise disturbed by such construction, maintenance, or repair.
7. Restoration of Town Property. Upon completion of any of its activities which disturb the surface of the Easement Area or Town Property, including but not limited to the initial placement and installation of the Improvements or any maintenance, replacement or repair of the Improvements undertaken in accordance with Section 5 of this Agreement, Grantee shall restore the surface of the Easement Area (or Town Property, as applicable) to the condition it was in immediately prior to such disturbance and shall restore or repair any existing structures or improvements within the Easement Area (or Town Property, as applicable), except as otherwise provided herein or as necessarily modified to accommodate the Improvements. Any excess earth resulting from the installation and placement of the Improvements or construction, maintenance or repair activities by Grantee shall be removed from the Easement Area at the sole expense of Grantee.
8. Future Reversion. Grantee agrees that in the event that and at such time as the Improvements or Easement is abandoned by Grantee (or any successor or permitted assign of Grantee), the Easement granted herein shall terminate and the real property interest represented by such Easement shall revert to Grantor, its successors and assigns.
9. Reservation of Grantor's Rights. Grantor reserves the right to use the Easement Area for purposes which are consistent with the rights and privileges herein granted to Grantee and which will not unreasonably interfere with or endanger the Improvements located within the Easement Area. As a non-exclusive easement, Grantor reserves the full right to dedicate or convey additional easement rights to others, provided such easements do not substantially interfere with the use of the Easement by Grantee.
10. No Assignment. It is expressly acknowledged and agreed that Grantee shall have neither the right nor the authority to assign to any third party the rights or obligations granted by virtue of this Agreement without Grantor's advance written consent. The Parties acknowledge and agree that Grantor's written consent shall, for purposes of this Agreement, consist of a written resolution of the Board of Trustees of the Town duly adopted at a regular or special meeting of the Board.
11. Runs with Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Town Property and the Benefitted Property and are to run with the

land. This Agreement shall be recorded in the offices of the Clerk and Recorder of Weld County, and shall serve as notice to and shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

12. No Waiver of Immunity. Nothing in this Agreement is intended to waive any protection afforded to Grantor, its officials, employees, and agents by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or any other applicable law providing immunity to the Town, its officials, employees, and agents.
13. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
14. Complete Agreement. This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.
15. Section Headings. Any section headings contained herein are included for reference purposes only.
16. Attorneys' Fees. In the event that either Party finds it necessary to retain an attorney in connection with a default by the other Party as to any of the provisions contained in this Agreement, the defaulting Party shall pay the non-defaulting Party's reasonable attorney's fees and other costs, including but not limited to court costs, incurred in enforcing the provisions of this Agreement.
17. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.
18. Police Powers Reserved. Nothing in this Agreement waives or is intended to waive the Grantor's authority to exercise its police powers.
19. Amendment. Any amendments to this Agreement must be in writing and signed by both Parties.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the Parties have executed this Easement Agreement as of the date(s) specifically set forth below.

GRANTOR:

TOWN OF MEAD, COLORADO

By: _____
Helen Migchelbrink, Town Manager

Date of execution: _____, 2023

ATTEST:

Town Clerk

GRANTEE SIGNATURE PAGES FOLLOW

[Grantee signature page – Sanitary Sewer and Stormwater Improvements Easement Agreement
(242 Main Street)]

GRANTEE:

WELCOME TO REALTY, LLC 401k PSP

By: 

Name: CHRISTOPHE ATTARD

Title: TRUSTEE

STATE OF COLORADO)

) ss.

COUNTY OF LARIMER)

The foregoing Easement Agreement was acknowledged before me this 16TH day of SEPTEMBER, 2023, by CHRISTOPHE ATTARD as TRUSTEE of WELCOME TO REALTY, LLC 401k PSP, a Trust.

Witness my hand and official seal.

My commission expires: 03/29/25

[SEAL]

MARY F. HASKEW
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134010470
MY COMMISSION EXPIRES 03/29/2025


Notary Public

[Grantee signature page – Sanitary Sewer and Stormwater Improvements Easement Agreement
(242 Main Street)]

GRANTEE:

RELIABLE LENDING SERVICES, LLC, a
Colorado limited liability company

By: _____

Name: _____

Title: _____

STATE OF COLORADO)

) **ss.**

COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of RELIABLE LENDING SERVICES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

Notary Public

EXHIBIT A
Easement

(attached – two (2) pages)

EXHIBIT A

PARCEL DESCRIPTION

A tract of land being part of that parcel of land described in Special Warranty Deed recorded March 3, 2022, as Reception Number 4807319 of the records of the Weld County Clerk and Recorder (WCCR), situate in the Southeast Quarter (SE1/4) of Section Nine (9), 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 Southeast Corner of said Section Nine and assuming the east line of said Southeast Quarter as bearing North 00°27'52" West, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2,658.43 feet and with all other bearings contained herein relative thereto;

THENCE North 00°27'52" West, along said east line, a distance of 719.99 feet;

THENCE South 89°39'23" West a distance of 163.39 feet to the east line of said Reception No. 4807319 and the POINT OF BEGINNING;

THENCE along the east, south and west lines of said Reception No. 4807319 the following three courses;

THENCE South 20°28'38" West a distance of 80.24 feet;

THENCE South 89°39'23" West a distance of 31.02 feet;

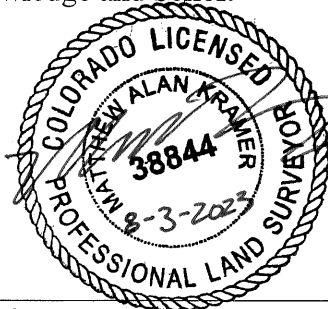
THENCE North 13°45'40" East a distance of 77.33 feet to the south right of way line of Fairbairn Avenue;

THENCE North 89°39'23" East, along said south line and the projection thereof, a distance of 40.69 feet to the POINT OF BEGINNING.

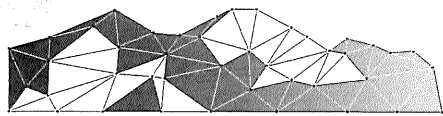
Said described parcel of land contains 2,689 Square Feet or 0.062 Acres, more or less (±).

SURVEYORS STATEMENT

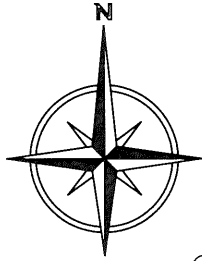
I, Matthew A. Kramer, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Matthew A. Kramer - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38844



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550



EAST QUARTER CORNER
SECTION 9, T.3N, R.68W

345 MAIN STREET
OWNER: KEVIN SULLIVAN
REC. NO. 2707857

ALLEY

401 3RD STREET
OWNER: TOWN OF MEAD
REC. NO. 4708761

FAIRBAIRN
AVENUE

80' ROW

POINT OF BEGINNING

8.52' 32.17' 64.19' S89°39'23"W 163.39' 99.20'

2423 MAIN STREET
OWNER: TOWN OF MEAD
REC. NO. 4807319

SUBJECT PARCEL
2,689 SQ. FT.
0.062 ACRES

60' ROW
BOOK: 241
PAGE: 27

GREAT WESTERN RAILWAY

3RD STREET

1938.44'
719.99'
N00°27'52"W 2658.43'
(BASIS OF BEARINGS)

MAIN STREET

S89°39'23"W 109.89'

L1 31.49' L3 32.70'

234 MAIN STREET
OWNER: WELCOME TO REALTY LLC
REC. NO. 4900913

60' ROW
BOOK: 241
PAGE: 27

80' ROW
PLAT OF THE TOWN
OF MEAD

50' ROW
REC. NO. 4832580

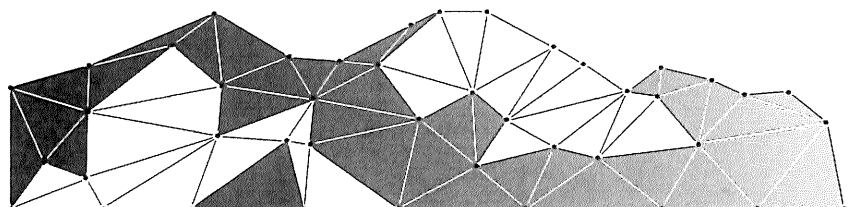
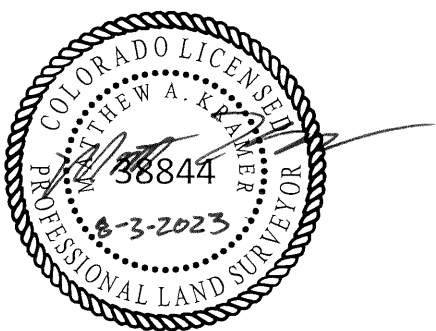
201 3RD STREET
OWNER: AGFINITY INC.

POINT OF COMMENCEMENT
SOUTHEAST CORNER,
SECTION 9, T.3N, R.68W

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°39'23"W	31.02'
L2	N89°39'23"E	40.69'
L3	N89°39'23"E	64.19'

Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

Matthew A Kramer, PLS 38844
On behalf of Majestic Surveying, LLC

PROJECT NO: 2023227
DATE: 8-2-2023

CLIENT: WTR
SCALE: 1"=50'