

GRANT OF UTILITY EASEMENT

This Agreement for granting of a Utility Easement is entered into this _____ day of _____, _____, between:

Name: TOWN PALMER LAKE aka TOWN OF PALMER LAKE
Address: 42 Valley Crescent, P.O. Box 208
Palmer Lake, CO 80133

hereinafter referred to as "Grantor"

and the **TOWN OF PALMER LAKE**, 42 Valley Crescent, P.O. Box 208, Palmer Lake, CO 80133, hereinafter referred to as the "Town".

RECITALS

- A. Grantor is the owner of the real property described in Exhibit A ("Grantor's Property").
- B. The Town wants to acquire an easement across Grantor's Property for purposes of a water line easement, and the Grantor is willing to grant such easement upon the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor expressly grants and conveys to the Town, its successors and assigns, a perpetual nonexclusive easement over, under, across, above and through the Grantor's Property ("Easement"), the description, location and dimensions of the Easement being set forth in Exhibit B attached hereto. A sketch depicting the location of the Easement is attached hereto as Exhibit C and incorporated by this reference.
2. Purpose of Easement. The Easement to the Town shall be for the purposes of construction, replacement, improvement, repair, removal, maintenance and operation of water line facilities, including but not limited to pipes, fittings, fire hydrants, valves, wells, manholes, fixtures, water distribution lines and mains, appurtenances and attachments, together with the right of ingress and egress to and from said Easement over and across Grantor's Property in the exercising of the rights granted herein.
3. Use of Easement by Grantor. No building, structure, trees, shrubs, fences, other improvements, or landscaping other than a lawn, shall be placed or constructed on or within said Easement by the Grantor without the Town's prior express written consent. The Town shall have the right to remove all obstructions or improvements from the Easement which interfere with the use and enjoyment of the Easement, without liability to Grantor. The Town agrees that if it is required to disturb the surface of the Easement for construction, maintenance or operation of the utility

facilities, it will use reasonable efforts to restore the surface to the pre-disturbance condition.

4. Restriction on Use of Land in Easement: Grantor agrees to not use, or to allow use of, the Easement property in a way that would interfere with the Town's use of the Easement or place the Town's improvements and any appurtenances at risk of damage. Any other utilities placed within the Easement (i.e., natural gas, telephone, cable, water, electric, etc.) shall only be placed with the Town's prior written consent, which consent shall not be unreasonably withheld or delayed, so that such other utilities shall not be located on top of the Town's utility facilities or so close thereto as to interfere with or impair the Town's access, construction, replacement, and maintenance of the utility facilities within said Easement.
5. Authority. All parties to this Agreement represent that they have the full power and authority to enter into and perform this Agreement, and to bind their principals.
6. Binding Effect. The covenants, agreements, and obligations contained herein shall extend to, bind, and inure to the benefit of the parties hereto, as well as their respective personal representatives, heirs, successors, and assigns.

GRANTOR:

Mayor

ATTEST:

Town Administrator

GRANT OF UTILITY EASEMENT ACCEPTED:

By: Town of Palmer Lake

Mayor

Date: _____

EXHIBIT A

GRANTOR'S PROPERTY

Those parcels of land as described under Reception No. 221139680 and Reception No. 209128930, all in the records of El Paso County, Colorado, said parcels being located in the southeast quarter of Section 5 and the northeast quarter of Section 8, Township 11 South, Range 67 West of the Sixth Principal Meridian, said El Paso County, Colorado.

EXHIBIT B

EASEMENT AREA

LAND DESCRIPTION FOR UTILITY EASEMENT

DATE OF PREPARATION: OCTOBER 28, 2022

PREPARED BY: GMS, INC., CONSULTING ENGINEERS

A variable width utility easement over, under and across those parcels of land as described under Reception No. 221139680 and Reception No. 209128930, all in the records of El Paso County, Colorado, said parcels being located in the southeast quarter of Section 5 and the northeast quarter of Section 8, Township 11 South, Range 67 West of the Sixth Principal Meridian, said El Paso County, Colorado, said variable width utility easement being more particularly described as follows:

Commencing at the southeast corner of said Section 5;

thence N07°51'03"W, (said bearing and all others used in this easement description are relative to the east line of the northeast quarter of said northeast quarter of Section 8 which is assumed to bear S01°34'31"E, with the northeast corner of said Section 8 being monumented with a 2-1/2 inch aluminum cap stamped PLS 23875 and the southeast corner of said northeast quarter of the northeast quarter being monumented with a yellow plastic cap stamped CORNERSTONE PLS 23875), a distance of 229.19 feet to the Point of Beginning, said point being on the north line of said parcel of land as described under Reception No. 221139680, said point also being on the southwesterly right-of-way line of Colorado State Highway 105;

thence S36°37'29"W, a distance of 62.59 feet;

thence S82°18'16"W, a distance of 25.12 feet;

thence N87°17'43"W, a distance of 100.01 feet;

thence S83°17'58"W, a distance of 137.51 feet;

thence S29°52'21"W, a distance of 143.54 feet;

thence S13°15'41"E, a distance of 227.84 feet;

thence S02°16'03"E, a distance of 190.00 feet;

thence S30°43'20"W, a distance of 218.60 feet;

thence S59°49'04"W, a distance of 65.36 feet;

thence S52°43'21"E, a distance of 112.69 feet;

thence S37°16'39"W, a distance of 20.00 feet;

thence N52°43'21"W, a distance of 116.13 feet;

thence S44°54'16"W, a distance of 146.42 feet;

thence S33°37'14"W, distance of 9.16 feet to a point on the northeasterly right-of-way line of Epworth Highway as platted in PINE-CREST TRI-DISTRICT ASSEMBLY GROUNDS ADDITION NO. 1 as recorded in Plat Book R at Page 22 and 23 of said records;

thence N57°37'04"W, along said northeasterly right-of-way line thereof, a distance of 20.00 feet;

thence N33°37'14"E, a distance of 11.57 feet;

thence N44°54'16"E, a distance of 168.45 feet;

thence N59°49'04"E, a distance of 65.73 feet;

thence N30°43'20"E, a distance of 207.49 feet;

thence N02°16'03"W, a distance of 179.46 feet;

thence S80°39'46"W, a distance of 19.86 feet;

thence N09°20'14"W, a distance of 20.00 feet;

thence N80°39'46"E, a distance of 20.27 feet;

thence N09°20'14"W, a distance of 4.99 feet;

thence N13°15'41"W, a distance of 235.06 feet;

thence N29°52'21"E, a distance of 161.51 feet;

thence N83°17'58"E, a distance of 149.22 feet;

thence S87°17'43"E, a distance of 99.83 feet;

thence N82°18'16"E, a distance of 14.88 feet;

thence N36°37'29"E, a distance of 53.33 feet to a point on said southwesterly right-of-way line of Colorado State Highway 105;

thence S55°45'52"E, along said southwesterly right-of-way line thereof, a distance of 20.02 feet, more or less, to the Point of Beginning.

The above-described variable width utility easement contains approximately 0.69 acres of land, more or less, and is subject to any rights-of-way or other easements as granted or reserved by instruments of record, or as now existing across said described parcel of land.

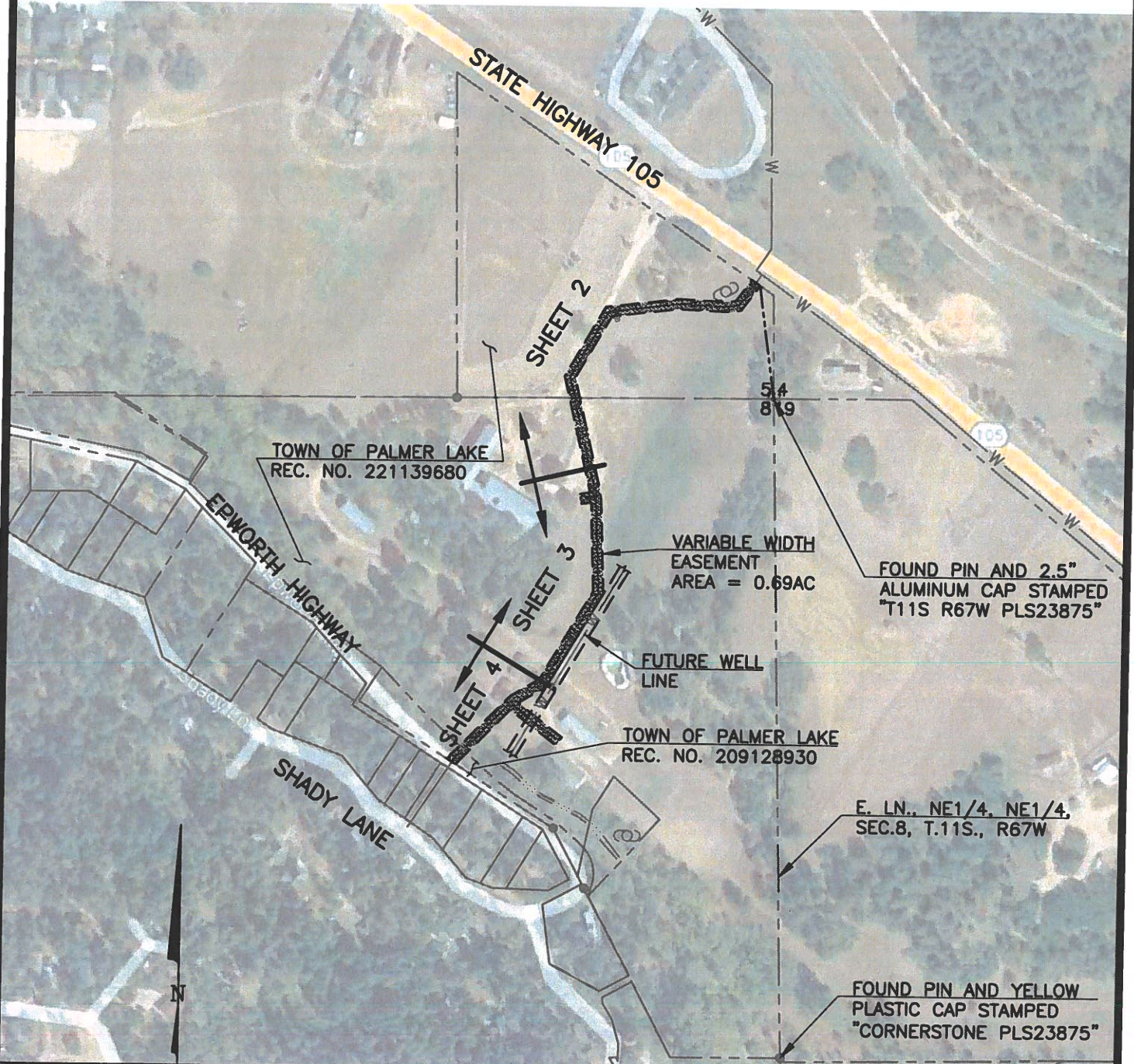
David R. Frisch, P.L.S.
Colorado Professional Land Surveyor No. 22095
for and on behalf of
GMS, Inc., Consulting Engineers
611 North Weber Street, Suite 300
Colorado Springs, CO 80903

EXHIBIT C

EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE
GRANTEE: TOWN OF PALMER LAKE



SCALE: 1" = 300'

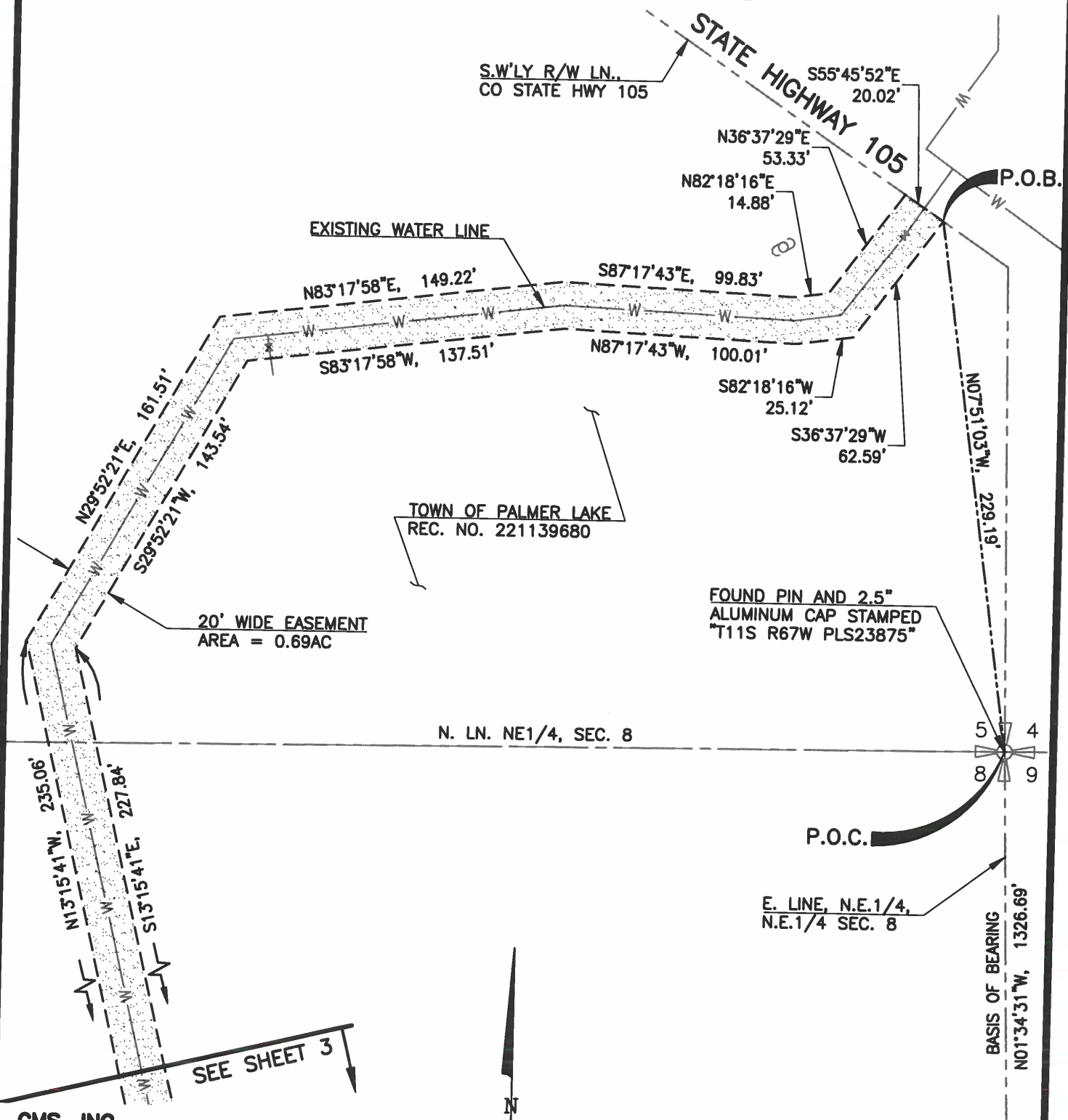
GMS, INC.
PROJECT NO. 17071.116
OCTOBER 2022
DRAWN: SKC
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GRANTOR: TOWN OF PALMER LAKE
 GRANTEE: TOWN OF PALMER LAKE



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GMS, INC.
 PROJECT NO. 17071.116
 OCTOBER 2022
 DRAWN: SKC
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SCALE: 1" = 60'

SHEET 2 OF 4

EXHIBIT C

EASEMENT SKETCH

SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE
 GRANTEE: TOWN OF PALMER LAKE

SEE SHEET 2

N09°20'14"W
 N80°39'46"E 4.99'
 20.27'

N09°20'14"W
 20.00'

S80°39'46"W
 19.86'

TOWN OF PALMER LAKE
 REC. NO. 221139680

N02°16'03"W, 179.46'

S02°16'03"E, 190.00'

20' WIDE EASEMENT
 AREA = 0.69AC

EXISTING WATER LINE

FUTURE WELL LINE

N30°43'20"E, 207.49'

W-S30°43'20"W, 218.60'

SEE SHEET 4

N59°49'04"E
 65.73'



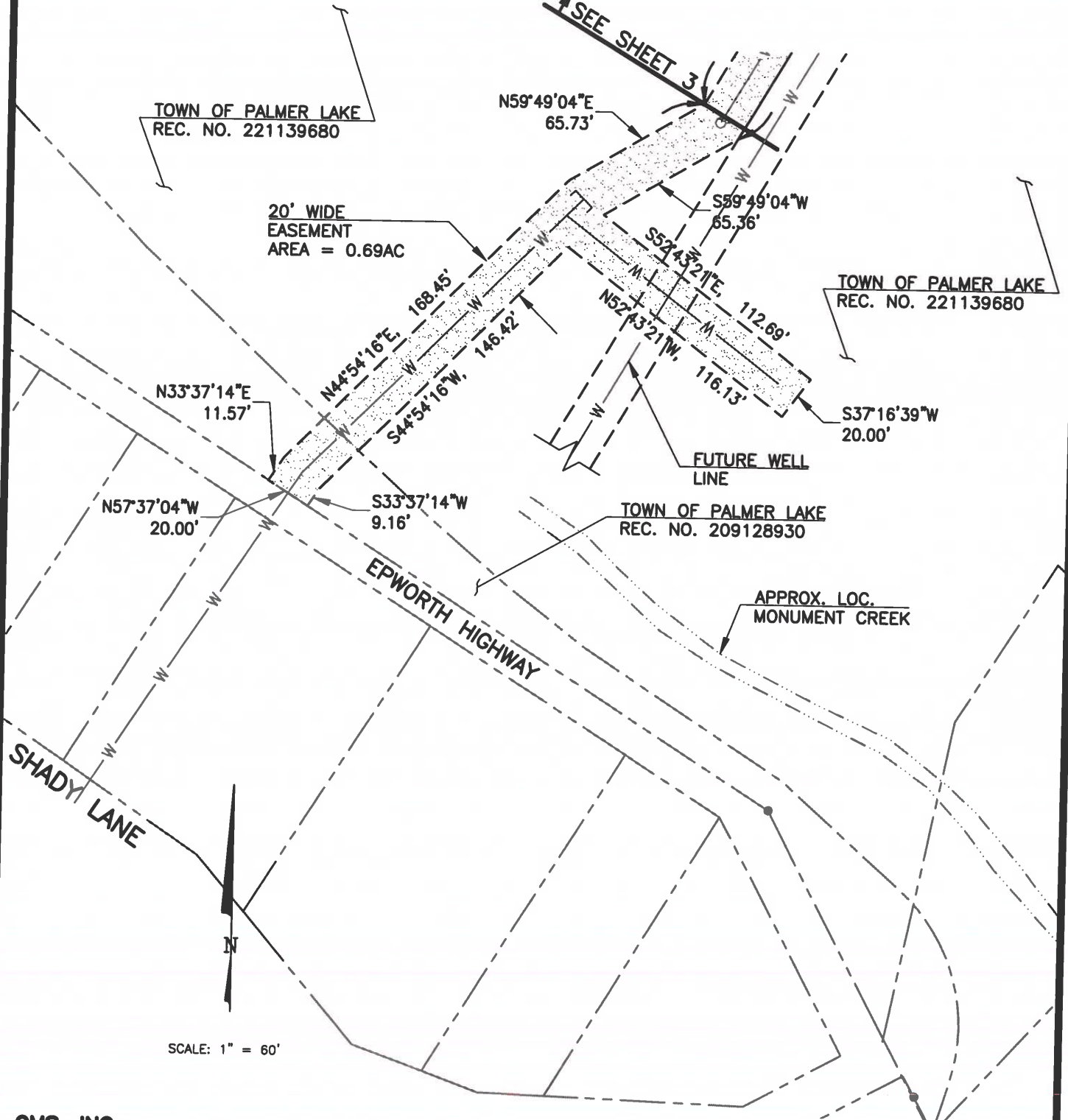
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SE1/4, SECTION 5 AND NE1/4, SECTION 8, T11S, R67W

GRANTOR: TOWN OF PALMER LAKE
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