

**TOWN OF MEAD, COLORADO  
RESOLUTION NO. 28-R-2020**

**A RESOLUTION OF THE TOWN OF MEAD, COLORADO, APPROVING A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT WITH LITTLE THOMPSON WATER DISTRICT FOR INSTALLATION OF IMPROVEMENTS ON CERTAIN REAL PROPERTY OWNED BY THE TOWN**

**WHEREAS**, the Town of Mead (“Town”) is authorized pursuant to C.R.S. § 31-15-101(1) to acquire, hold, lease and dispose of property, both real and personal, and to exercise such other incidental and implied powers as may be necessary to carry out the property management of Town property; and

**WHEREAS**, the Town owns certain real property (“Subject Property”) with a legal description and as depicted in Exhibit A of the Non-Exclusive Public Utility Easement Agreement (“Easement Agreement”), a copy of which is attached hereto as **Exhibit 1** and incorporated herein by this reference; and

**WHEREAS**, the Subject Property is known as Tract A and is located near Falcon Circle in the northeast corner of the Feather Ridge subdivision; and

**WHEREAS**, Little Thompson Water District (“LTWD”) has need to place a water line on a portion of the Subject Property in order to provide water service to the Highlands development; and

**WHEREAS**, the easement proposed to be granted across the Town Property is described in the Easement Agreement; and

**WHEREAS**, the Board of Trustees desires to approve the Easement Agreement and grant a perpetual, non-exclusive public utility easement to LTWD for the purpose of installing and maintaining water line facilities.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Town of Mead, Weld County, Colorado, that:


**Section 1.** The Board of Trustees hereby: (a) approves the Non-Exclusive Public Utility Easement Agreement with Little Thompson Water District (“Easement Agreement”), in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the Town Attorney to make such changes as may be necessary to correct any non-material errors or language in the Easement Agreement that do not increase the obligations of the Town; and (c) authorizes the Mayor to execute the Easement Agreement when in final form.

**Section 2. Effective Date.** This resolution shall become effective immediately upon adoption.

**Section 3. Certification.** The Town Clerk shall certify to the passage of this resolution and make not less than one copy of the adopted resolution available for inspection by the public during regular business hours.

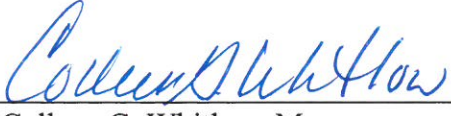
INTRODUCED, READ, PASSED, AND ADOPTED THIS 9th DAY OF MARCH, 2020.

ATTEST:

By:   
Mary E. Strutt, MMC, Town Clerk



TOWN OF MEAD:

By:   
Colleen G. Whitlow, Mayor

**Exhibit 1**  
**Non-Exclusive Public Utility Easement Agreement**

*[See attached document]*



## NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT

This **NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT** ("Agreement") is entered into by and between the **TOWN OF MEAD, COLORADO**, a statutory town of the State of Colorado with offices at 441 Third Street, Mead, Colorado 80542 (the "Town" or "Grantor"), and **LITTLE THOMPSON WATER DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado with offices at 835 E. State Highway 56, Berthoud, CO 80513 (the "Grantee") (together the "Parties"). This Agreement shall be effective upon the date of its mutual execution by the Parties.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor hereby grants, bargains, sells, and conveys to the Grantee a perpetual non-exclusive easement, over, across, under and upon the easement area more particularly described in **EXHIBIT A**, attached hereto and incorporated herein by this reference (the "Easement"), to construct, reconstruct, inspect, upgrade, increase line size or capacity, operate, repair, maintain, replace, remove and operate one or more lines for the transmission, distribution and service of water, and all underground and service appurtenances thereto, including metering stations, vaults, enclosures, identification signs and other fixtures ("Improvements"), pursuant to the following terms and conditions:

1. Subject Property. The Parties agree that the Easement encumbers a portion of Tract A, Feather Ridge Estates, per the subdivision plat recorded at Reception No. 2469040, Book 1524, Page 504 in the Weld County Real Property Records (the "Subject Property").
2. Placement of Improvements. Grantee shall install and place the Improvements exclusively within the Easement. Grantee covenants and agrees that the installation and maintenance of the Improvements will not substantially interfere with any structures existing as of the effective date of this Easement located on the Subject Property.
3. Access to Easement. The Grantee, its agents, successors, and permitted assigns shall have and exercise the right of permanent and perpetual ingress and egress in, on, to, through, over, under, and across the Easement for any purpose necessary and at any and all times necessary or convenient for the full enjoyment of the rights granted to it in this Agreement. The Grantee shall be liable to the extent allowed by law for loss and damage which shall be caused by any wrongful exercise of the rights of ingress and egress or by wrongful or negligent act or omission of its agents or employees in the course of their employment in exercising the rights of ingress or egress to the Easement granted by this Agreement.
4. Use of Easement. The Grantee shall not use the Easement for any use other than those uses listed herein. The Grantee, its agents, successors, and permitted assigns shall have the right to enter upon the Easement and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the Improvements made within the Easement. The Grantee shall not be authorized to use, occupy or access any portion of the Subject Property outside the Easement boundaries without the prior written approval of the Grantor.
5. Restoration of Easement and Subject Property. Except as otherwise provided herein, upon completion of its activities, the Grantee, to the extent practicable, shall restore: (a)



- the Easement, including the surface of the ground and all landscaping; and (b) such portions of the Subject Property used by the Grantee as may be permitted by this Agreement, to substantially the condition said areas were in immediately prior to the installation of the Improvements, except as necessarily modified to accommodate the Improvements. The Grantee, for itself, its successors and assigns, agrees that it will pay the reasonable value of actual physical damage done to the Subject Property, including adjacent right-of-way owned by the Grantor, or its successors and assigns, arising at any time out of the exercise by Grantee of the rights herein granted.
6. Future Growth of Trees and Brush. Grantee, its successors and assigns, shall have the right to control the future growth of all trees and brush located within the Easement which may, in Grantee's judgment, interfere with the operation of and access to the Improvements within the Easement.
  7. Ownership and Maintenance of Improvements. Grantor agrees that Improvements installed on above described lands at the Grantee's expense shall remain the property of the Grantee, removable at the option of the Grantee. Grantee shall maintain the Improvements in a sightly and clean manner, and shall repair and reconstruct any Improvements determined by the Grantor to be in a state of disrepair.
  8. Future Reversion. The Grantee agrees that in the event that and at such time as the Easement described herein is abandoned by the Grantee and any assignee permitted under this Agreement, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its successors, and/or assigns.
  9. Reservation of Grantor's Rights. The Grantor reserves the right to use the Subject Property for purposes which are consistent with the rights and privileges herein granted and which will not interfere with or endanger the Grantee's facilities therein, or interfere with the uses or any of the rights herein granted. As a non-exclusive public utility easement, the Grantor reserves the full right to dedicate or convey easement rights to others, provided such easements do not substantially interfere with the use of the Easement by Grantor.
  10. No Assignment. It is expressly acknowledged and agreed that the 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 prior written approval from Grantor.
  11. Successors and Covenants Running with the Land. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, successors, and permitted assigns of the Grantor and the Grantee. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Easement and are to run with the land until the Easement is abandoned or terminated pursuant to the terms set forth herein.
  12. No Waiver of Immunity. Nothing in this Agreement is intended to waive any protection afforded to the Grantor or Grantee, or their respective 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 Grantor or Grantee, their officials, employees, and agents.
  13. Recordation. This Agreement shall be recorded in the offices of the County Clerk and Recorder for Weld County, Colorado.



14. Counterparts. This Agreement may be executed in counterparts, each of which will be an original, but all of which together shall constitute one and the same instrument.
15. Section Headings. Any section headings contained herein are included for reference purposes only.
16. Attorneys' Fees. In the event either party seeks to enforce its rights hereunder through litigation or another legal proceeding, the court or panel shall award to the prevailing party in such litigation or other legal proceeding, as part of its judgment or award, its reasonable attorneys' fees and costs.
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.

*SIGNATURE PAGES FOLLOW*



IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

**GRANTOR:**

TOWN OF MEAD, a statutory town of the State of Colorado

By: Colleen G. Whitlow  
Colleen G. Whitlow, Mayor

Date of execution: March 9, 2020

**ATTEST:**

Mary E. Strutt  
Mary E. Strutt, MMC, Town Clerk



**APPROVED AS TO FORM:**

[Signature]  
Town Attorney





**GRANTEE:**

LITTLE THOMPSON WATER DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: *Amber Kauffman*

Name: AMBER KAUFFMAN

Title: DISTRICT MANAGER

Date of execution: APRIL 15, 2020

**ATTEST:**

*Fred Y. Eaton*  
~~Secretary or Assistant Secretary~~

*DISTRICT ENGINEER*





**EXHIBIT A**  
**EASEMENT LEGAL DESCRIPTION AND LOCATION**

**EXHIBIT A**

**LEGAL DESCRIPTION**

A PARCEL OF LAND BEING A PORTION OF TRACT A, FEATHER RIDGE ESTATES, A SUBDIVISION PLAT RECORDED AT REC. NO. 2469040, BOOK 1524 PAGE 504, DATED DECEMBER 27, 1995 IN THE RECORDS OF THE WELD COUNTY CLERK AND RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 3 NORTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, TOWN OF MEAD, COUNTY OF WELD, STATE OF COLORADO,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE NORTH LINE OF FEATHER RIDGE ESTATES SUBDIVISION, BEARS SOUTH 89°57'54" EAST.

**BEGINNING** AT THE NORTHWEST CORNER OF TRACT A, FEATHER RIDGE ESTATES SUBDIVISION:

THENCE ALONG SAID NORTH LINE SOUTH 89°57'54" EAST, A DISTANCE OF 120.10 FEET;  
THENCE SOUTH 47°01'56" WEST, A DISTANCE OF 9.01 FEET;  
THENCE NORTH 89°57'54" WEST, A DISTANCE OF 74.31 FEET;  
THENCE SOUTH 47°01'56" WEST, A DISTANCE OF 12.83 FEET;  
THENCE SOUTH 00°43'38" WEST, A DISTANCE OF 144.78 FEET;  
THENCE SOUTH 39°14'53" WEST, A DISTANCE OF 20.19 FEET TO A POINT OF CURVATURE;  
THENCE ALONG THE ARC OF A NON TANGENT CURVE TO THE LEFT HAVING A LENGTH OF 22.43 FEET, A RADIUS OF 77.00 FEET, A DELTA OF 16°41'31", A CHORD THAT BEARS NORTH 50°29'15" WEST, AND A CHORD DISTANCE OF 22.35 FEET;  
THENCE NORTH 00°43'38" EAST, A DISTANCE OF 161.10 FEET TO THE **POINT OF BEGINNING**.

THE ABOVE DESCRIBED PARCEL CONTAINS A GROSS AREA OF 5,599 SQUARE FEET, OR 0.129 ACRES MORE OR LESS.

THE DISTANCES ON THIS EXHIBIT ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF. A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1200/3937 METERS.

I, JONATHAN R. LANGE, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE LEGAL DESCRIPTION OF THE SUBJECT PARCEL DESCRIBED ABOVE WAS MADE BY ME OR DIRECTLY UNDER MY SUPERVISION, IN COMPLIANCE WITH COLORADO REVISED STATUTES TITLE 38 ARTICLES 50, 51, 53, WHERE APPLICABLE, AND THAT THIS LEGAL DESCRIPTION ACCURATELY AND PROPERLY SHOWS THE BOUNDARY OF PARCEL DESCRIBED ABOVE.



JONATHAN R. LANGE, P.L.S. 37908  
FOR AND ON BEHALF OF LANGE LAND SURVEYS, LLC.  
5511 WEST 56TH AVENUE, SUITE 240  
ARVADA, CO 80002

 Lange  
Land  
Surveys  
5511 WEST 56TH AVENUE, SUITE 240  
ARVADA, CO 80002  
P: (720) 242-9732 F: (720) 242-9654

FEATHER RIDGE ESTATES  
TRACT A  
LTWD WATER EASEMENT

PROSPER LAND DEVELOPEMENT

DRAWN BY: JSS

DATE: 02/26/20

JOB NUMBER: 1261-1772

SHEET: 1 OF 2

