

BOARD OF COUNTY COMMISSIONERS FOR
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING DEED OF PERPETUAL SLOPE EASEMENT FOR A PORTION
OF THE "T.R.I." PROPERTY TO THE CITY OF THORNTON FOR THE WASHINGTON
STREET WIDENING PROJECT

Resolution No. 2014-008

WHEREAS, the City of Thornton wishes to be granted a Deed of Perpetual Slope Easement on the County-owned TRI Property necessary to construct the Washington Street Widening Project between 144th Avenue and 147th Avenue; and,

WHEREAS, Adams County wishes to grant a Deed of Perpetual Slope Easement to the City of Thornton in order to provide and maintain proper sight distance, lateral support and drainage for Washington Street.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Adams, State of Colorado, that the granting of a Deed of Perpetual Slope Easement for a portion of the T.R.I. Property to the City of Thornton is hereby approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is authorized to sign the Deed of Perpetual Slope Easement on behalf of Adams County.

Upon motion duly made and seconded the foregoing resolution was adopted by the following vote:

Henry _____ Aye
Tedesco _____ Aye
Hansen _____ Aye

Commissioners

STATE OF COLORADO)
County of Adams)

I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 6th day of January, A.D. 2014.

County Clerk and ex-officio Clerk of the Board of County Commissioners
Karen Long:



By:



Deputy



STAFF SUMMARY

DEPARTMENT/NAME/PHONE: Parks/ Roger Harvey/ 303.637.8005

SUBJECT: Approval of a Deed of Perpetual Slope Easement to the City of Thornton at 144th Avenue and Washington St.

BACKGROUND: The City of Thornton is proposing to widen Washington Street near 144th Avenue, and has requested that the County grant a easement on a small 7,448 sq ft, area of land along the east side Washington St. on Adams County property for the purpose of proper sight distance and lateral support and drainage of the street widening. The property is known as the TRI Property and was purchased as open space in May 2010. The County and Thornton have already executed a Special Warranty Deed for a 25'x 25' parcel on the corner of 144th and Washington St. and Temporary Construction Easement for this project on December 14, 2011. This is the last item Thornton needs to complete the project. The easement does not allow Thornton to construct any surface improvements, it just ensures that the slope will not be developed by Adams County and impact their road improvements. Parks has never had plans for development of the slope area and this easement does not impact the open space values.

COST & SOURCE OF FUNDING: There is no cost to the County.

TIMING: The Deed of Perpetual Slope Easement should executed as soon as possible.

INTERESTED AND/OR INVOLVED PARTIES (individuals, contractors, government agencies, etc.): City of Thornton, Adams County

STATUTORY REQUIREMENTS, IF ANY: None.

AGENCIES, DEPARTMENTS, OFFICE COORDINATED WITH: County Attorney's Office, City of Thornton

BOCC OPTIONS: Approve resolution, deny resolution.

REQUIRED/RECOMMENDED ACTION: Approve resolution.



Parks & Community Resources Department
Adams County Regional Park
9755 Henderson Road, Brighton, CO 80601
PHONE 303.637.8000 FAX 303.637.8015

MEMORANDUM

TO: Keisha Hirsch, Executive Assistant to BoCC
FROM: Roger Harvey, Natural Resource Specialist
RE: Deed of Perpetual Slope Easement
DATE: December 10, 2013

Hi Keisha:

Enclosed is a public hearing packet for approval of a Deed of Perpetual Slope Easement for the City of Thornton. There are two originals signed by Thornton. I have sent the two originals to Doug E. for his signature, he has approved these previously.

Please return one fully executed original to me and I will return to Thornton, the other original is for your files.

Thanks in advance for your help. If you have any questions, please let me know.

Roger

DEED OF PERPETUAL SLOPE EASEMENT

THIS GRANT OF PERPETUAL SLOPE EASEMENT is made this 31st day of December, 2013, between COUNTY OF ADAMS, STATE OF COLORADO, whose address is 4430 S. Adams County Parkway, Brighton, Colorado 80602, ("Grantor"), and the CITY OF THORNTON, a Colorado home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Grantee"), Grantor and Grantee may be referred to herein separately and collectively as "Party" or "Parties."

Grantor, for and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grants, sells and conveys to Grantee, its successors and assigns, a perpetual slope easement for the purpose of providing and maintaining: 1) a proper sight distance and line of sight; 2) lateral support; and, 3) proper drainage grade, as determined by the Thornton Infrastructure Department, hereafter "Slope Improvements," for a public roadway, road shoulder and attendant road improvements and construction, through, over, under, across and on Grantor's real property as described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property").

Grantor further grants the following:

1. Grantor grants to Grantee, its successors, contractors or assigns, and its agents and employees full right to enter at all times upon Grantor's Property to survey, construct, repair, remove, replace, reconstruct, inspect, improve and maintain a suitable slope or grade which will provide the above mentioned proper sight distance and line of sight, lateral support, and proper drainage grade.
2. The right to ingress and egress over and across Grantor's Property for the purpose of exercising the rights herein granted.
3. The right to mark the location of the slope easement by suitable markers set in or on the ground; provided that permanent markers shall be placed in locations which will not interfere with any reasonable use Grantor shall make of said slope easement.
4. Further, for any construction related to repair or replacement associated with said slope easement, except as necessary to accommodate grading within the slope easement, Grantee shall restore Grantor's Property to substantially the same condition and will promptly repair any damage to Grantor's Property resulting from Grantee's operation, maintenance, repair, reconstruction, replacement, inspection or maintenance of the slope easement whenever same may occur. In the event the Property is not restored or repaired by Grantee as required under this paragraph, Grantee agrees to be liable for the reasonable cost of such restoration or repair undertaken by or at the direction of Grantor, if Grantor gives prior notice to

Grantee advising Grantee of the necessity of repairs and allowing Grantee a reasonable time to perform such restoration.

Grantor reserves the right to use and occupy the slope easement herein granted for any purpose consistent with the rights and privileges above granted and which will not interfere with or endanger any of the Grantee's Slope Improvements, if any, or otherwise interfere with Grantee's rights hereunder; and the Parties further agree that the uses of said slope easement by Grantor and the agreements concerning those uses shall be as follows:

1. Grantor shall not erect or construct any building or other structure, or construct any permanent obstruction, or decrease or substantially increase ground level, or allow the installation of other utilities, in said slope easement without obtaining the specific written permission of the Grantee;
2. Grantor shall take no action that would impair or in any way decrease or substantially increase the ground level, or the lateral or subjacent support for the slope easement and appurtenances associated therewith.

The rights granted herein shall be possessed and enjoyed by Grantee, its successors and assigns, so long as the slope easement is maintained and operated by Grantee, its successors or assigns. If Grantee permanently abandons and ceases to use the easement herein granted, all of Grantee's right, title and interest in the Property shall revert to the then owner of the Property. Grantee, its successors and assigns, agrees to execute such documents as are reasonably necessary to clear title to the property.

The Parties agree that neither has made or authorized any agreement with respect to the subject matter of this instrument other than expressly set forth herein, and no oral representation, promise, or consideration different from the terms herein contained shall be binding on either Party, or its agents or employees, hereto.

Grantor warrants that he has full and lawful authority to make the grant hereinabove contained and promise and agree to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's rights to make the grant hereinabove contained.

Whenever used herein, the singular number shall include the plural, the plural the singular; and the use of any gender shall be applicable to all genders. All of the covenants contained in this Grant of Deed of Perpetual Slope Easement shall be binding upon and inure to the benefit of the Parties hereto or their successors and assignees.

IN WITNESS WHEREOF, the undersigned Party has set its hands hereto on the day and year above first written.



1601 Blake Street, Suite 200
Denver, Colorado 80202
Phone: 303.572.0200
Fax: 303.572.0208
matrixdesigngroup.com

JOB NO. 10.162.004
WASHINGTON STREET
P8SE

EXHIBIT A

A PARCEL OF LAND BEING A PART OF THAT CERTAIN PARCEL OF LAND RECORDED AT RECEPTION NO. 201000036389 IN THE RECORDS OF THE ADAMS COUNTY CLERK AND RECORDER'S OFFICE, STATE OF COLORADO, BEING LOCATED IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF ADAMS, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.; THENCE NORTH 89°57'42" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 76.18 FEET; THENCE SOUTH 00°02'18" EAST, A DISTANCE OF 90.00 FEET TO A POINT ON THE EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER UND RECEPTION NUMBER 20050125000083600 AND THE SOUTHWEST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED APRIL 18, 2012 IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER UNDER RECEPTION NUMBER 2012000028229 AND THE POINT OF BEGINNING OF THE PARCEL HEREINAFTER DESCRIBED;

THENCE NORTH 89°57'42" EAST, ALONG THE SOUTH LINE OF SAID SPECIAL WARRANTY DEED, A DISTANCE OF 20.00 FEET;

THENCE SOUTH 00°47'03" EAST, ON A LINE BEING 95.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 23, A DISTANCE OF 372.27 FEET;

THENCE SOUTH 89°12'57" WEST, A DISTANCE OF 20.00 FEET TO THE PREVIOUSLY MENTIONED EAST LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN DEED RECORDED UNDER RECEPTION NUMBER 20050125000083600;

THENCE NORTH 00°47'03" WEST, ALONG SAID EAST LINE, ON A LINE BEING 75.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 23, A DISTANCE OF 372.53 FEET TO THE POINTPLOT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS A CALCULATED AREA OF 7,448 SQUARE FEET OR 0.1710 ACRES MORE OR LESS.

BASIS OF BEARINGS: THE BEARINGS USED IN THIS DESCRIPTION ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M. BEING MONUMENTED ON THE NORTH END BY A 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "LS 7276 1988" AND ON THE SOUTH END BY A 3-1/4" ALUMINUM CAP IN RANGE BOX STAMPED "LS 37946 2007", ASSUMED TO BEAR NORTH 00°18'02" WEST, 2643.50 FEET.



RNTON
ENTS, LLC.
PIN:
5000019
C0727345

EAST LINE SE QUARTER SECTION 15
N00°18'02"W 2643.50' (BASIS OF BEARINGS)

BIG DRY CREEK INVESTORS, LLC.
PIN: 0157314000010
REC. NO. C0248064



POC
SE COR SEC 15, T1S, R68W
FOUND 3-1/4" ALUMINUM
CAP IN RANGE BOX STAMPED
"LS 37946 2007"

N89°57'42"E
76.18'

144TH AVE.
(ROW VARIES)

N89°57'42"E 2650.70'

SPECIAL WARRANTY DEED
REC. # 2012000028229

POB

S00°02'18"E
90.00'

NORTH LINE NW 1/4 SEC 23 T1S R68W 6T
SOUTH ROW LINE 144TH AVE

25' TRAIL

N00°47'03"W
372.53'

N89°57'42"E
20.00'

10' DRAINAGE
AND UTILITY
ESMT
PER PLAT
OF WADLEY
FARMS SUBDIVISION
SECOND FILING
REC NO B076245

TEMPORARY
CONSTRUCTION EASEMENT

WASHINGTON ST.
(ROW VARIES)

75'

REC. # 20050125000083600

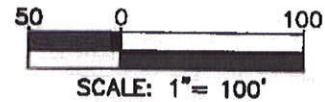
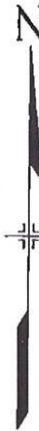
S00°47'03"E
372.27'

ADAMS COUNTY
PIN: 0157323005003
REC. NO. 2010000036389

7,448 SF

PSCO ESMT
B277 P130

S89°12'57"W
20.00'



Matrix Design Group, Inc.
Integrated Design Solutions
1601 Blake Street, Suite 200
Denver, CO 80202
Phone 303-572-0200
Fax 303-572-0202

SLOPE EASEMENT
WashP8SE

EXHIBIT A

DRAWN BY: MHM	DATE: 08/27/13	SHEET
CHECKED BY: GLS	JN: 10.162.004	2 of 2