

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RECORDED AS RECEIVED

RESOLUTION CONVEYING AN EASEMENT AGREEMENT TO BERKELEY WATER  
AND SANITATION DISTRICT FOR THE RELOCATION OF A WATER PIPELINE  
NECESSARY FOR THE CONSTRUCTION OF THE UTAH JUNCTION CLAY STREET  
OUTFALL AND CLAY COMMUNITY TRAIL PROJECTS

Resolution 2014-088

WHEREAS, Adams County is in the process of clearing utility conflicts for the construction of the Utah Junction Clay Street Outfall and the Clay Community Trail projects ("Projects"); and,

WHEREAS, It is necessary to relocate the water pipeline owned by Berkeley Water and Sanitation District for the projects; and,

WHEREAS, The County owns property necessary for the relocation of the water pipeline located in the Northeast Quarter of the Southwest Quarter of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado; and,

WHEREAS, Berkeley Water and Sanitation District requires a new easement for the relocated water pipeline over the County's property; and,

WHEREAS, Granting of the easement on the County property is necessary and will not impact the County's use of the property for the Projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado that the Easement Agreement, a copy of which is attached hereto and incorporated herein by this reference is granted to Berkeley Water and Sanitation District.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Chair of the Board of County Commissioners is hereby authorized to execute said Easement Agreement on behalf of Adams County.

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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         )

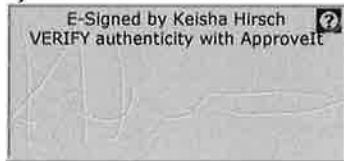
I, Karen Long, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Adams County, now in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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Brighton, Colorado this 10<sup>th</sup> day of February, A.D. 2014.

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



By:



Deputy

# EASEMENT AGREEMENT

**THIS EASEMENT AGREEMENT**, made and entered into as of the 10<sup>th</sup> day of February, 2014, by and between **Adams County, Colorado**, a body corporate and politic and a political subdivision of the State of Colorado hereinafter called "Grantor", (whether grammatically singular or plural) and the **Berkeley Water and Sanitation District**, a quasi-municipal corporation and political subdivision of the state, hereinafter called "District".

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and other valuable consideration to the Grantor in hand paid by the District, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the District, its successors and assigns, a perpetual nonexclusive easement for the right to enter, re-enter, occupy and use the property more particularly described in Exhibit A, to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including underground cables, wires and connections and surface appurtenances ("Easement"). By way of example and not by way of limitation, the parties intend to include within the terms "pipelines" and "appurtenances" the following: pipes and conduits, manholes, ventilators, and the like, in, through, over and across the parcel of land situate, lying and being in the County of Adams and State of Colorado, to-wit:

**The real property described in Exhibit "A", attached hereto and incorporated herein by this reference ("Easement Area").**

**IT IS HEREBY MUTUALLY** covenanted and agreed by and between the parties hereto as follows:

1. The District shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Area for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein. The Easement Area shall be free of obstacles throughout the length of the Easement. Due to variations in topography, the Easement and the pipe may take on an uphill or downhill direction having a slope of greater than 5%; however, sloping within the Easement across its width may not exceed 5% to insure stability of maintenance equipment and vehicles. A slope across the width of the Easement greater than 5% may be allowed upon prior written permission of the District.
2. The Grantor shall not construct or place any structure or building, fence, retaining wall, street light, power pole, yard light, mail box, sign, trash receptacle, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the Easement Area, except as specified in writing by the District. Any structure or building, fence, retaining wall, street light, power pole, yard light, mail box, sign, trash receptacle, temporary or permanent, or shrub, tree, woody plant or nursery stock, of any kind situated on the Easement Area, except as specified in writing by the District, may be removed by the District without liability for damages arising there from.
3. The Grantor, for itself, its successors and assigns, shall provide to the District any information within its possession about past and currently existing Environmental Contamination in the Easement Area. Such information shall include but not be limited to environmental studies,

reports, samples, agreements, liens, letters and any remediation work that has been done or is ongoing to clean the area or is planned to occur.

4. The water pipeline and all appurtenances shall be installed in accordance with the District's current Design Standards.

5. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights hereinabove described. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the Easement Area

6. The Grantor, at Grantor's sole expense, shall construct and maintain a private surfaced roadway over a minimum 10 feet of the Easement Area herein described. Planters, islands, or medians are not permitted within the above-described easement, except as specified in writing by the District.

7. The District retains the right to use the Easement Area for ingress and egress, including vehicular traffic, insofar as such use and occupancy is consistent with and does not impair any grant herein contained. Parking within the Easement Area is prohibited.

8. The District agrees that other public utilities such as water, sanitary sewer, storm sewer, gas, and electric lines, may be installed in the Easement Area as long as they do not interfere with the District's Easement and as long as piping crossing the water line at the discretion of the District is metallic or concrete or is encased in an acceptable material. Any piping or cable crossing the water line must be installed in accordance with District Standards. Any and all utilities which parallel the District's facilities will not be permitted within ten-feet (10) of District facilities **without prior consent from the District**. The intent is to reserve for the exclusive use of District's water lines at least twenty-feet (20) of the Easement Area width.

9. The Grantor, at Grantor's expense, shall be solely responsible for the maintenance of the surface of the Easement Area such as streets, surfacing include gravel, asphalt and/or concrete pavement, curbs, and gutters within the Easement Area, except as specified in this paragraph. When the District deems it necessary to reconstruct, repair, relocate, remove, replace, enlarge, operate or in any way maintain its water pipelines, and appurtenances thereto, the District will backfill, compact and resurface the area of excavation, to include replacement of gravel, asphalt and/or concrete pavement, curbs and gutters, damaged by the District's activity, to the grade and condition existing immediately prior to excavation, as nearly as reasonable. The District will exercise all reasonable means to prevent damage to the surface including gravel, pavement, curbs and gutters which are situated within the Easement Area but outside of the immediate area of excavation. In the event said improvements are damaged due solely to District negligence, the District will repair and/or replace said improvements at its expense.

10. The District is acquiring the rights in the subject property in order to insure to the District an Easement for the exercise of the District's functions, and that the exercise of any rights in the subject property other than those retained by the Grantor shall be within the discretion of the District. The District agrees to permit and authorize such other uses of the subject property, not reserved in the Grantor, as will not impair the District's rights, upon such terms, limitations, and conditions as the District shall find reasonably necessary to protect its Easement without undue or

unnecessary injury to or impairment of the estate retained by the Grantor.

11. The District agrees that at such time and in the event that the waterline and/or Easement are abandoned by the District or any permitted assignee by written notice to Grantor, such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its successors and/or assigns.

12. The Grantor warrants that Grantor has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the District in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

13. Each and every one of the benefits and burdens of this Agreement are intended to run with the land and shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

14. Unless special provisions are listed below or attached, the above constitutes the whole agreement between the parties and no additional or different oral representation, promise, or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. To the extent that any special provisions are in conflict with any other provisions, the special provisions shall control and supersede any other terms or provisions.

SPECIAL PROVISIONS: NONE

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**IN WITNESS WHEREOF**, the parties hereto have executed the within Agreement as of the day and year first above written.

Attest:

The Board of County Commissioners of and for the County of Adams, State of Colorado, a body corporate and politic and a political subdivision of the State of Colorado


Karen Long, Clerk and Recorder

By:

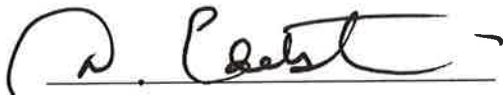
  
Deputy Clerk



By:

  
Charles "Chaz" Tedesco, Chairman

Approved as to Form:

  
County Attorney

Attest:

Berkeley Water and Sanitation District, a quasi-municipal corporation and political subdivision of the state

By: Barbara Fox  
Barbara Fox, Secretary

By: Carl Jones  
Carl Jones, President



# EXHIBIT A

Page 1 of 2

Merrick & Company  
2450 S. Peoria St. / Aurora, CO 80014  
303/751-0741 / Fax 303/751-2581

Job No.: 0301494002

File: ..\1:\ACL\0301494002\Civil 3D Survey\Word (Legal)

Date: February 28, 2013

## PROPERTY DESCRIPTION

A Parcel of land located in the Southwest Quarter of Section 9, Township 3 South, Range 68 West of the 6th Principal Meridian, County of Adams, State of Colorado, being more particularly described as follows:

Bearings are Grid bearings of the "Adams County GPS Control 1999" Colorado state plane coordinate system of 1983(92), central zone and are based on the Westerly line of the Southwest Quarter of Section 9, T.3S., R.68W., 6th P.M., bearing S00°13'32"E between the West Quarter corner of said Section 9, T.3S., R.68W., 6th P.M., being a found 3 1/4" Aluminum CDOT Cap stamped LS 20160 and the Southwest Corner of said Section 9, T.3S., R.68W., 6th P.M. being a found 3 1/4" Aluminum Cap stamped LS 16406 in range box.

COMMENCING at the West 1/4 Corner of said Section 9;  
THENCE S40°48'37"E a distance of 358.69 feet to a point on northwesterly line of Disner Subdivision, as shown in File 14, Map 415 at Reception No. B145125 recorded in the office of the Adams County Clerk and Recorder, said point also being on the southeasterly right-of-way of Interstate Highway 76, said point being the POINT OF BEGINNING.

THENCE N54°38'50"E along said northwesterly line a distance of 37.10 feet;  
THENCE S00°41'24"W a distance of 244.41 feet;  
THENCE S45°41'24"W a distance of 141.71 feet to the easterly line of a 30.00 foot Utility Easement as described in Book 3424 at Page 745 recorded in the office of the Adams County Clerk and Recorder;  
THENCE N00°13'32"W along said easterly line a distance of 41.76 feet;  
THENCE N45°41'24"E a distance of 100.23 feet;  
THENCE N00°41'24"E a distance of 210.15 feet to the POINT OF BEGINNING.

Containing 10,448 square feet (0.240 Acres), more or less.



Kenneth G. Ouellette PLS 24673

Date: February 28, 2013

Job No.: 0301494002

For and on Behalf of  
Merrick & Company

SW 1/4 SECTION 9, TOWNSHIP 3 SOUTH, RANGE 68 WEST 6th PM

**EXHIBIT A**

Page 2 of 2

ADAMS COUNTY

Point of Commencement  
W1/4 Cor Sec 9  
T3S, R68W, 6th P.M.  
Fnd: 3 1/4" Alum. CDOT Cap  
Stamped LS# 20160

INTERSTATE  
HIGHWAY 76

RTD COMMON USE  
AGREEMENT AREA

S00°13'32"E 2640.01'  
WEST LINE SW1/4, SEC 9  
BASIS OF BEARINGS

EXISTING R.O.W.  
176-1(35) SEC. 2

Point of Beginning

EXISTING R.O.W.  
Q1 76-1(36)

N54°38'50"E  
37.10'

DISNER  
SUBDIVISION

SW1/4  
SEC 9

N45°41'24"E  
100.23'

N00°41'24"W 210.15'

S00°41'24"E 244.41'

S45°41'24"W  
141.71'

75' PSCO Easement  
Bk 423, Pg 180

N00°13'32"W  
41.76'

Berkley Water & San District  
30' Utility Esmt  
Bk 3424 Pg 745

Berkley Water & San District  
20' Utility Esmt  
Bk 1626 Pg 56

Adams County  
15' Storm Sewer Esmt  
Bk 1740 Pg 124

SW Cor Sec 9  
T3S, R68W, 6th P.M.  
Fnd: 3 1/4" Alum Cap  
in Range Box  
Stamped LS# 16406

Adams County  
15' Utility Esmt  
Bk 1796 Pg 831




UNION PACIFIC R.R.

80' 0' 80' 160'

SCALE IN FEET

PARCEL CONTAINS 0.240 ACRE± (10,448 SQ FT)

**LEGEND**

-  EASEMENT ACQUIRED
-  BNDRY EXISTING DW ESMT
-  BNDRY EXISTING DW PROP

DOCUMENT DATED:  
SEC'Y FILE DOC.  
RIMS ITEM NO.  
CARD NO.  
DRN. CBJ PM. S.  
APPD.  
SHEET 1 OF 1 SHEET

**MAIN**

EASEMENT ACQUIRED FROM  
COMPANY/NAME

DATE: FEBRUARY 28, 2013

**DENVER WATER**  
1600 West 12th Avenue  
Denver, Colorado 80204  
Phone (303)628-6000  
Fax (303)628-6224  
www.denverwater.org

SCALE: 1" = 80'

CAD XXXXX-X\_PMGT