

Following recordation, return to:

Linda Michow
Milliken Town Attorney
c/o 13133 E. Arapahoe Road, Suite 100
Centennial, CO 80112

PERMANENT EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is entered into as of this ____ day of _____, 2015, by and between Lot Holding Investments, LLC, whose legal address is 301 Centennial Drive, Milliken, Colorado 80543, (“Grantor”), and the Town of Milliken, a municipal corporation, whose address is 1101 Broad Street, Milliken, Colorado 80543, (“Town” or “Grantee”), collectively (the “Parties”).

1. Grant. FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells, and conveys to Grantee and its successors and assigns a perpetual non-exclusive easement (the “Easement”), in, to, through, over, under and across that certain parcel of real property located in Weld County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “Premises”) for (i) vehicular and pedestrian ingress and egress and (ii) to construct, reconstruct, operate, use, maintain, repair, replace and/or remove certain water improvements, including water storage tank(s), fencing, and related improvements and appurtenances thereto (collectively, the “Improvements”) in, to, through, over, under and across the Premises, subject to all matters of record and pursuant to the terms and conditions set forth herein.

2. Limitations on Use. Grantee shall not commit waste on the Premises, or do anything or keep anything on the Premises that may be or become a public or private nuisance. Grantee warrants that nothing shall be done or kept on the Premises in violation of any applicable law or ordinance. Grantee shall not allow the recording of any lien or encumbrance against the Premises arising out of or relating to Grantee’s use, or as may be claimed by, through or under Grantee, and shall, at Grantee’s sole expense, promptly remove, release and/or bond around any such lien or encumbrance. Grantor warrants that no building, structure, or other above or below ground obstruction may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Premises. The party violating these restrictions will be liable for the cost and expense to correct such violation or damage.

3. Access. The Grantee, its agents, contractors, successors and assigns, shall have the right of perpetual ingress and egress in, to, through, over, under, and across the Premises 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.

4. Maintenance. Except for conditions caused by Grantor's use of the Premises occurring after the date of this Agreement or other easement beneficiaries, Grantee shall be responsible for maintaining the Premises in compliance with applicable law and ordinances, including mowing, plant management and weed control required by local codes and ordinances, and including maintaining the grade of the Premises to conform to the approved drainage plan(s) for the Premises. Grantee shall maintain the Improvements only as deemed necessary by Grantee., or as may otherwise be required to conform to applicable law and ordinances.

5. Certain Reserved Rights. Except as otherwise provided in this Agreement, Grantor reserves all right, title and interest in and to the mineral estate appurtenant to the Premises, and Grantor reserves the all rights to use and enjoy the Premises and to grant further easement interests in the Premises to other grantees so long as (i) it provides at least 30 days advance written notice to Grantee prior to executing any easement agreement; (ii) such interests and uses do not interfere with the use and rights of the Grantee described in paragraph 1(ii) of this Agreement, as reasonably determined by Grantee, its successors and assigns as permitted herein, and (iii) Grantor does not allow any other utility lines or facilities to be located within fifty feet (50') of any Improvements without obtaining Grantee's prior written consent, which acceptance shall not be unreasonably withheld or denied.

6. Subjacent and Lateral Support; Earth Cover. The Grantee shall have the right of subjacent and lateral support for the Improvements. The Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements or modify or impair the earth cover over any installed lines, mains or other underground Improvements.

7. Assignment. The Grantee shall have the right and authority to assign to any appropriate local governmental entity any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.

8. No Warranty. Grantor does not warrant title to the Premises. Grantee agrees that it has relied upon its own investigation of title and of the physical and legal aspects and features of the Premises, and has not relied upon any representation or warranty by or attributable to Grantor concerning any aspect of the Premises.

9. Prior Encumbrance. The Premises is encumbered with a deed of trust for the benefit of Ronald O. Ehrlich (the "Deed of Trust"). The parties intend that this Agreement shall be construed so that the rights granted to Grantee do not constitute a "transfer" within the meaning of paragraph 24 of the Deed of Trust. Grantee agrees to cooperate with Grantor to amend or clarify the terms of this Agreement as may be required to further implement their mutual intentions concerning the Deed of Trust.

10. Runs With Land. The rights and responsibilities set forth in this Agreement are intended to be covenants on the Premises and are to run with the land.

11. Section Headings. The section headings contained herein are included for reference purposes only.

EXHIBIT A
Premises

Insert legal description (Either lot and block of new plat, once recorded);
or metes and bound legal description

LEGAL DESCRIPTION

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., TOWN OF MILLIKEN, COUNTY OF WELD, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 23, MONUMENTED WITH A 2" ALUMINUM CAP STAMPED PLS 24302;

THENCE SOUTH 01°14'30" EAST FOR 228.98 FEET ON THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 23.

THENCE NORTH 88°45'30" EAST FOR 30.00 FEET MEASURED PERPENDICULAR TO SAID WEST LINE TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING NORTH 88°45'30" EAST FOR 209.00 FEET;

THENCE SOUTH 01°14'30" EAST FOR 417.00 FEET PARALLEL WITH AND 239.00 FEET EAST OF SAID WEST LINE;

THENCE SOUTH 88°45'30" WEST FOR 209.00 FEET;

THENCE NORTH 01°14'30" WEST FOR 417.00 FEET PARALLEL WITH AND 30.00 FEET EAST OF SAID WEST LINE TO THE POINT OF BEGINNING.

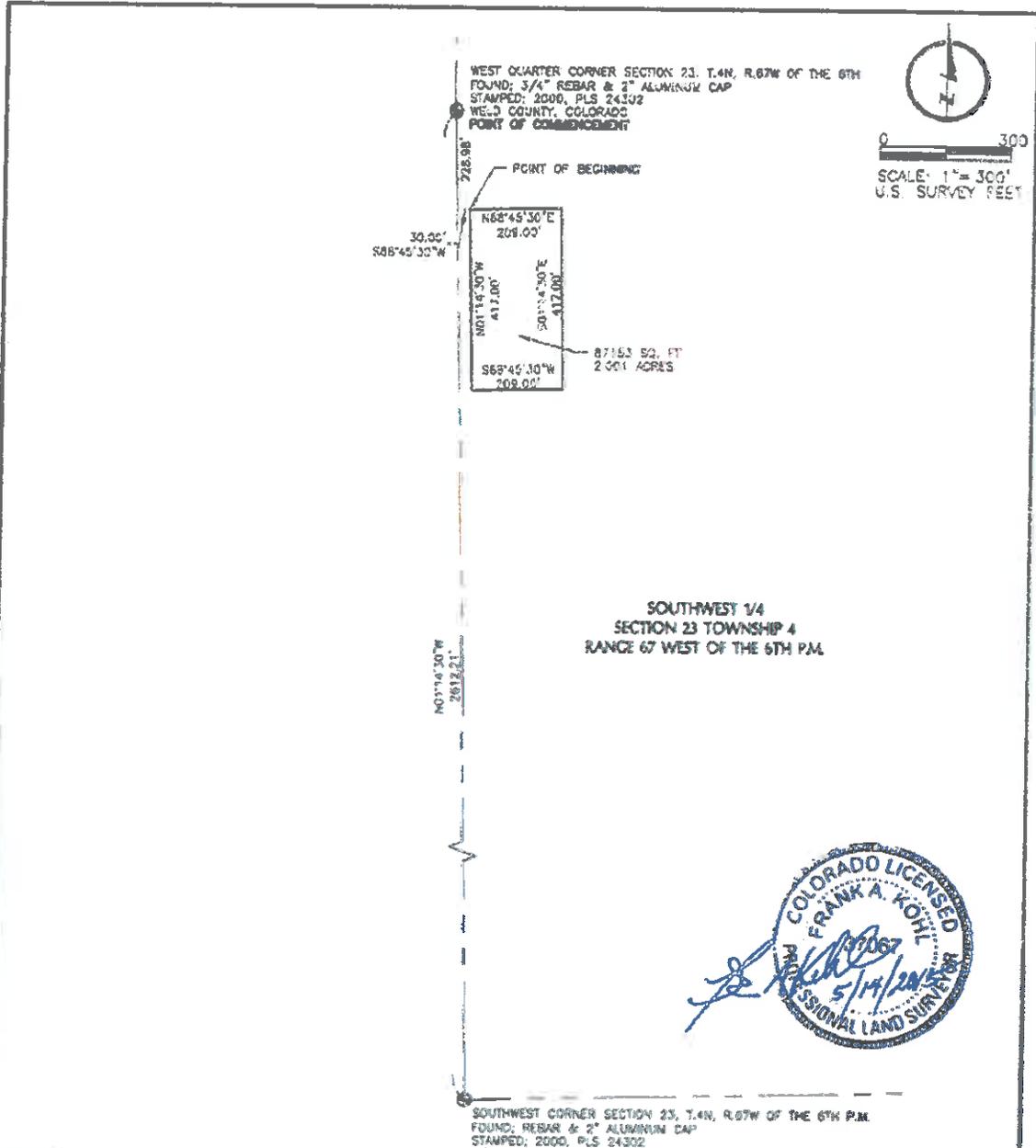
PARCEL CONTAINS 2.001 ACRES.

BASIS OF BEARING: THE WEST LINE OF THE SOUTHWEST QUARTER, SECTION 23, TOWNSHIP 4 NORTH, RANGE 67 WEST OF THE 6TH P.M., WELD COUNTY, COLORADO, AS REFERENCE TO THE COLORADO STATE PLANE NORTH ZONE, NORTH AMERICAN DATUM 1983, BEARS SOUTH 01°14'30" EAST FOR 2612.21 FEET BETWEEN THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 23 MONUMENTED WITH 2" ALUMINUM CAP STAMPED PLS 24302, AND THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 23 MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED PLS25619, WITH ALL OTHER BEARINGS REFERENCED THERETO.



SHEET 1 OF 2

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SHEET 2 OF 2



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 & ASSOCIATES**

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drawn by	designed by	reviewed by	project - task number	date	book and page	revisions
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