

RESOLUTION NO. 16-12

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN ACCEPTING A PERMANENT UTILITY EASEMENT FROM BAYOU WORKOVER SERVICES LLC

WHEREAS, the Town of Milliken is authorized pursuant to C.R.S. § 31-15-101(1)(d), to acquire and dispose of real property; and

WHEREAS, the Town is developing and constructing a water loop system to increase water flows on the east side of Town and, to that end, has been negotiating easement agreements with property owners to secure access rights for construction of such necessary water lines; and

WHEREAS, Bayou Workover Services, LLC is desirous of providing the Town with a utility easement in furtherance of the Town's water loop system development project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF MILLIKEN:

Section 1. The Board of Trustees hereby accepts the utility easement from Bayou Workover Services LLC in the same form as that attached hereto as **Exhibit A**, and authorizes the Town Administrator and appropriate Town staff to take all steps necessary to effectuate the terms of the easement, including recordation of the same in the real property records of Weld County.

Section 2. This Resolution is effective upon adoption by the Board.

RESOLVED, APPROVED AND ADOPTED this 11th day of May, 2016.

TOWN OF MILLIKEN, COLORADO

Beau Woodcock, Mayor

ATTEST:

Cheryl Powell, Town Clerk

APPROVED AS TO FORM:

Linda Michow, Town Attorney

EXHIBIT A
PERMANENT UTILITY EASEMENT

EXCLUSIVE UTILITY EASEMENT

This **EXCLUSIVE UTILITY EASEMENT** ("Easement") is granted this 29th day of April, 2016, by **Bayou Workover Services, LLC**, a Texas limited liability company, whose legal address is 800 Gessner, Suite 1000, Houston, TX, 77024 (the "Grantor") to the **TOWN OF MILLIKEN**, a statutory municipality of the State of Colorado, whose legal address is 1101 Broad Street, Milliken, Colorado 80543 (the "Grantee").

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 the Grantee an Exclusive Utility Easement to survey, construct, reconstruct, install, operate, use, maintain, repair, remove and/or replace a 16" water utility line and related improvements and appurtenances thereto (the "Utility Improvements"), in, on, to, through, over, under, and across a certain parcel of real property, as more particularly described in **EXHIBIT A** (the "Easement Parcel"), which is incorporated herein by reference, pursuant to the following terms and conditions:

1. The Grantee, its agents, successors, and permitted assigns, shall have and exercise the right of exclusive and perpetual ingress and egress in, on, to, through, over, under, and across the Easement Parcel 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 Easement.
2. The Grantee shall have the right to enter upon the Easement Parcel and to survey, construct, reconstruct, install, operate, use, maintain, repair, replace, and/or remove the Utility Improvements made within the Easement Parcel, and to remove objects interfering therewith. In addition, the Grantee shall have the right, subject to the Grantor's approval and upon at least ten (10) days advance written notice, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Utility Improvements as may be reasonably required. It is expressly understood that the construction, maintenance and repair of the Easement Parcel and any facilities thereon required by the Grantee, its successors and/or assigns shall remain the responsibility of the Grantee and its successors and/or assigns
3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore: (a) the Easement Parcel, including the surface of the ground and all landscaping; and (b) such portions of the adjoining premises of the Grantor used by the Grantee as may be permitted by this Easement, to the condition of such property immediately prior to the initiation of construction, except as necessarily modified to accommodate the Utility Improvements.

Exclusive Utility Easement

Grantor/Owner: Bayou Workover Services, LLC

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- 4. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or Exclusive, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Easement Parcel, except with the prior written consent of the Grantee. Any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Easement Parcel as of the date of this Easement or subsequently placed thereon may upon at least ten (10) days advance written notice, except in the event of an emergency, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising from such removal.**
- 5. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Utility Improvements. The Grantor shall not take any action which would materially impair the lateral or subjacent support for the Utility Improvements.**
- 6. The Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider any and all rights to use, and all obligations associated with, the Easement as are granted to and accepted by the Grantee herein.**
- 7. The Grantee agrees that at such time and in the event that the Easement described herein is abandoned by the Grantee and any assignee such Easement shall terminate and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors, and/or assigns. Because of the potentially infrequent nature of the Grantee's use of the Easement, mere non-use of the Easement Parcel shall not constitute abandonment, notwithstanding the duration of such non-use.**
- 8. The consideration set forth above includes full and just compensation for (a) all of the grantor's interest, past, present, and future; (b) the interest of all lienors, deed of trust holders and beneficiaries, mortgagees, lessees, and all others with a recorded interest in the Easement Parcel; and (c) any and all other legal and equitable interest in the Easement Parcel that now exists.**
- 9. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes authorized herein with respect to the Utility Improvements.**

Exclusive Utility Easement

Grantor/Owner: Bayou Workover Services, LLC

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- 10. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors, and permitted assigns of the Grantor and the Grantee.**

Signature page follows.

EXHIBIT A – LEGAL DESCRIPTION OF EASEMENT PARCEL

EASTSIDE WATER LOOP EASEMENT EXHIBIT A

OWNER: BAYOU WELL SERVICES LLC

LEGAL DESCRIPTION

AN EASEMENT OVER AND ACROSS A PORTION OF LOT 3, BLOCK 4, MILLIKEN CORPORATE CENTER REPLAT A, LOCATED IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 66 WEST OF THE 6TH P.M., WELD COUNTY COLORADO, SAID EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 4, MILLIKEN CORPORATE CENTER REPLAT A, FROM WHENCE THE NORTHWEST CORNER OF SAID SECTION 7 BEARS NORTH 37°03'57" WEST FOR 1220.07 FEET; THENCE NORTH 88°08'13" EAST FOR 29.16 FEET ON THE NORTH LINE OF SAID LOT 3 TO THE POINT OF BEGINNING;

- THENCE NORTH 88°08'13" EAST FOR 25.01 FEET ON THE NORTH LINE OF SAID LOT 3;
- THENCE SOUTH 00°21'00" EAST FOR 63.31 FEET;
- THENCE SOUTH 20°38'15" WEST FOR 58.78 FEET;
- THENCE SOUTH 01°51'45" EAST FOR 209.60 FEET TO THE SOUTH LINE OF SAID LOT 3;
- THENCE SOUTH 87°54'18" WEST FOR 30.00 FEET ON THE SOUTH LINE OF SAID LOT 3;
- THENCE NORTH 01°51'45" WEST FOR 202.62 FEET ON THE WEST LINE OF SAID LOT 3;
- THENCE NORTH 20°38'15" EAST FOR 72.19 FEET;
- THENCE NORTH 00°21'00" WEST FOR 58.02 FEET TO THE POINT OF BEGINNING;

CONTAINS 9,337 SQUARE FEET (0.214 ACRES).

BASIS OF BEARING: THE WEST LINE OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 4 NORTH, RANGE 66 WEST OF THE 6TH P.M. WELD COUNTY, COLORADO, AS REFERENCED TO THE COLORADO STATE PLANE NORTH, NORTH AMERICAN DATUM 1983, BEARS SOUTH 00°39'36" EAST FOR 1332.31 FEET BETWEEN THE NORTHWEST CORNER OF SAID SECTION 7, MONUMENTED WITH A 3 1/4" ALUMINUM CAP STAMPED "RLS 16154 1999" AND THE NORTH SIXTEENTH CORNER BETWEEN SECTION 7, TOWNSHIP 4 NORTH, RANGE 66 WEST AND SECTION 12, TOWNSHIP 4 NORTH, RANGE 67 WEST, MONUMENTED WITH A NO. 6 REBAR WITH A 2 1/2" ALUMINUM CAP STAMPED "LS 7242 1997", WITH ALL OTHER BEARINGS REFERENCED THERETO.



SHEET 1 OF 2



LAMP RYNEARSON & ASSOCIATES

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OWNER: BAYOU WELL SERVICES LLC

DRAWN BY	DESIGNED BY	REVIEWED BY	PROJECT - TASK NUMBER	DATE	BOOK AND PAGE	REVISIONS
JMC	LAL	FAK	Q213004.46	04/7/2016		
PATH:FILENAME	P:\Engineering\0213004.46 East Side Water and					

EASTSIDE WATER LOOP EASEMENT EXHIBIT A

OWNER: BAYOU WELL SERVICES LLC



0 50
SCALE: 1"= 50'
U.S. SURVEY FEET

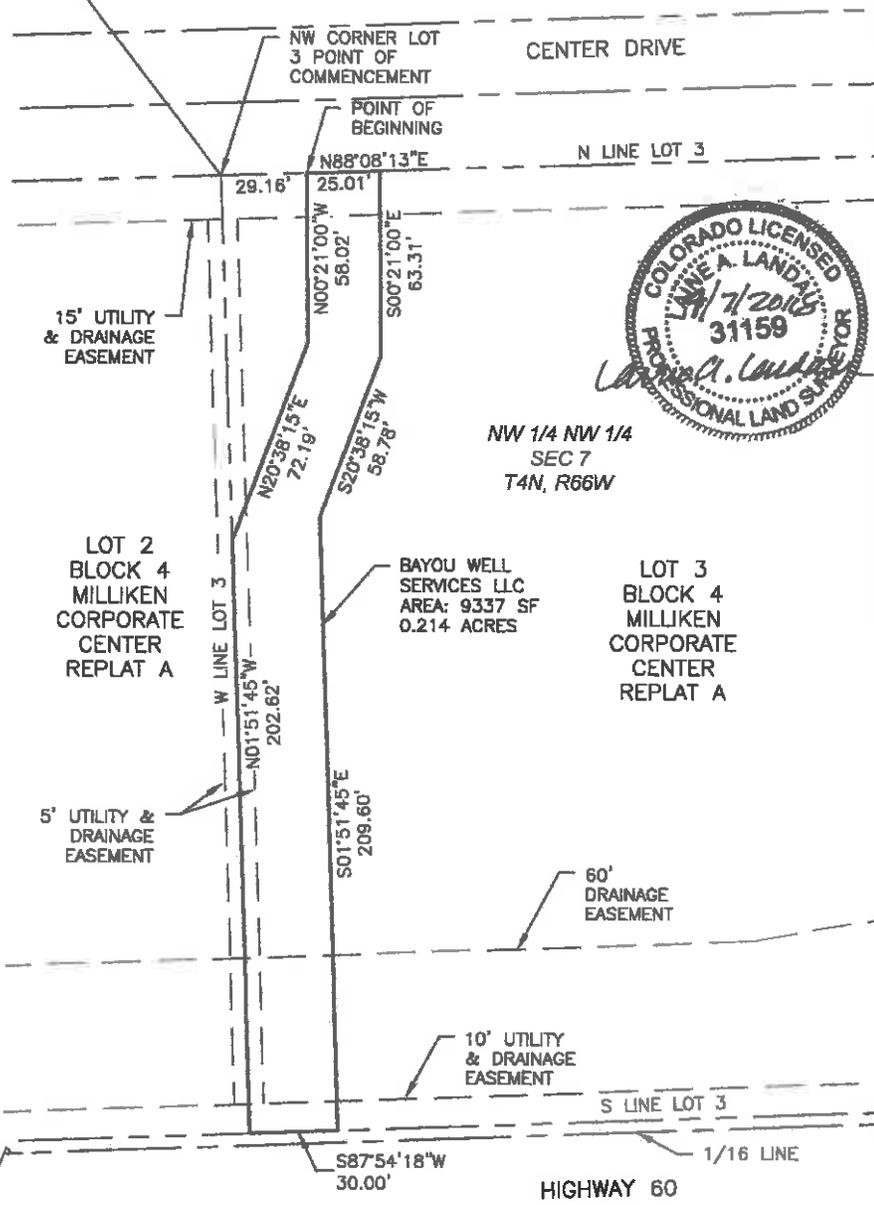
LEGEND

- SECTION LINE
- PROPOSED EASEMENT PERIMETER
- LOT LINE
- RIGHT-OF-WAY
- EASEMENT
- SECTION CORNER

NW CORNER SECTION 7, T4N, R66W FOUND UNKNOWN MONUMENT WITH 3 1/4" ALUMINUM CAP STAMPED "RLS 16154 1999"

1332.31'
BASIS OF BEARING
S00°39'36"E

N37°03'57"W
1220.07'



N 1/16 CORNER BETWEEN SECTION 7, T4N, R66W AND SECTION 12, T4N, R67W FOUND #6 REBAR WITH 2 1/2" ALUMINUM CAP STAMPED "LS 7242 1997"



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JMC	LAL	FAK	0213004.46	04/7/2016		
PATHFLEWAVE P:\Engineering\0213004.46 East Side Water and						