

**TOWN OF TIMNATH, COLORADO  
RESOLUTION NO. 24, SERIES 2014**

**A RESOLUTION AUTHORIZING APRIL D. GETCHIUS AS SIGNOR FOR THE TOWN OF TIMNATH FOR PURPOSES OF ACCEPTING EASEMENTS DEDICATED TO THE TOWN.**

**WHEREAS**, the Town of Timnath ("Town") has the power to pass resolutions pursuant to C.R.S. § 31-15-103; and

**WHEREAS**, Town policy is that material agreements and other documents requiring formal Town approval should be approved by resolution; and

**WHEREAS**, April D. Getchius is granted authorization to sign dedication of easement documents assigned to the Town of Timnath.


**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF TIMNATH, COLORADO AS FOLLOWS:**

**Section 1. Approval**

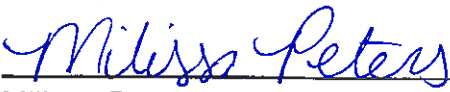
The Town hereby approves the authorization of April D. Getchius as signor on Dedication of Easement documents.

**INTRODUCED, MOVED, AND ADOPTED BY THE TOWN OF TIMNATH, ON APRIL 8<sup>TH</sup>, 2014.**

**TOWN OF TIMNATH, COLORADO**

  
\_\_\_\_\_  
Jill Grossman-Belisle, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Milissa Peters, Town Clerk



## DEDICATION OF EASEMENT

**KNOW ALL MEN BY THESE PRESENTS:** That the undersigned \_\_\_\_\_ (“Grantor”), being the owner of certain real property in Larimer County, Colorado legally described as \_\_\_\_\_ in the Larimer County Records, in consideration of Ten Dollars (\$10.00) in hand paid, receipt of which is hereby acknowledged, and other good and valuable consideration, does hereby dedicate, transfer, and convey to the Town of Timanth, Colorado, a Municipal Corporation (“Town”), whose mailing address for purposes of this easement is 4800 Goodman Drive, Timnath CO, 80547, for public use forever a non-exclusive permanent easement for (*State purpose of easement; e.g., emergency access, etc.*) in the Town of Timanth, County of Larimer, State of Colorado, more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Easement”).

The Town’s rights under the Easement include the right to install, operate, access, maintain, repair, reconstruct, remove and replace within the Easement public improvements consistent with the intended purpose of the Easement, as described above; the right to install, maintain and use gates in any fences that cross the Easement; the right to mark the location of the Easement with suitable markers; and the right to permit other public utilities to exercise these same rights. Grantor reserves the right to use the Easement for purposes that do not interfere with the full enjoyment of the rights hereby granted.

The Town shall be responsible for maintenance of its own improvements and for repairing any damage caused by its activities in the Easement, but the Town’s acceptance of this dedication *shall not* trigger a duty on the part of the Town to maintain the Easement or improvements in the Easement that are not owned by the Town. Grantor will maintain the surface of the Easement in a sanitary condition in compliance with any applicable weed, nuisance or other legal requirements.

Except as expressly permitted in an approved plan of development or other written agreement with the Town, neither Grantor, nor Grantor’s successors and assigns, will install on the Easement, or permit the installation on the Easement, of any building, structure, improvement, fence, retaining wall, sidewalk, tree or other landscaping (other than usual and customary grasses and other ground cover). In the event such obstacles are installed in the Easement, the Town shall have the right to require the Grantor to remove such obstacles from the Easement. If Grantor does not remove such obstacles, the Town may remove such obstacles without any liability or obligation for repair and replacement thereof, and charge the Grantor the Town’s costs for such removal. If the Town chooses not to remove the obstacles, the Town will not be liable for any damage to the obstacles or any other property to which they are attached.

The rights granted to the Town by this Easement shall run with the land and shall inure to the benefit of the Town’s agents, licensees, permittees and assigns.

[SIGNATURE ON FOLLOWING PAGE]

Witness our hands and seals this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Grantor:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_)

) ss

County of \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_, and \_\_\_\_\_ as \_\_\_\_\_.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

This Deed of Dedication is accepted by the Town Manager of the Town of Timanth this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
April Getchius  
Town Manager

ATTEST:

\_\_\_\_\_  
Town Clerk

