TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 62, SERIES 2019

A RESOLUTION APPROVING THE GRANTING OF UTILITY EASEMENT
ON TOWN PROPERTY AT RENDEZVOUS

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

WHEREAS, the Town Council is familiar with the Project and finds it to be in the best interest of the Town, its residents, and the general public to grant the requested easement; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO as follows:

Section 1. Approval
The required agreement is hereby approved for granting a 5’ utility easement on Town property. The required agreements may be finalized by the Town Manager in consultation with the Town Planner, Engineer, Legal Counsel, and other applicable staff or consultants.

INTRODUCED, MOVED, AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, ON NOVEMBER 12, 2019.

TOWN OF TIMNATH, COLORADO

[Signature]
Jill Grossman-Belisle, Mayor

ATTEST:

[Signature]
Milissa Peters-Garcia, CMC
Town Clerk
DEED OF DEDICATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That the undersigned Town of Timnath ("Grantor"), being the owner of certain real property in Larimer County, Colorado, 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 Timnath, Colorado, a Municipal Corporation ("Town"), whose mailing address for purposes of this deed is 4750 Signal Tree Dr, Timnath CO, 80547, for public use forever a non-exclusive permanent easement for utilities ("Easement") in the Town of Timnath, County of Larimer, State of Colorado, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Easement Area"), subject to all liens, easements, encumbrances and restrictions of record.

The Town’s rights under the Easement include the right to grade, install, operate, access, maintain, repair, reconstruct, remove and replace within the Easement Area 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 Area; the right to mark the location of the Easement Area with suitable markers; and the right to permit other public utilities to exercise these same rights. Grantor reserves the right to use the Easement Area for purposes that do not interfere with the full enjoyment of the rights hereby granted.

The Town is responsible for maintenance of its own improvements and for repairing any damage caused by its activities in the Easement, but by acceptance of this dedication, the Town does not accept the duty of maintenance of the Easement, or of 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, 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 has 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 Deed inure to the benefit of the Town’s agents, licensees, permittees and assigns.

[SIGNATURES ON FOLLOWING PAGE]
Witness our hands and seals this 21st day of November, 2019.

GRANTOR:

Interim Town Manager

STATE OF COLORADO )
COUNTY OF LARIMER ) ss.

The foregoing instrument was acknowledged before me this 21st day of November, 2019, by Wesley LaVanchy, as Grantor.

Witness my hand and official seal.

Notary Public

My commission expires: 8/8/20

This Deed of Dedication is accepted by the Interim Town Manager of the Town of Timnath this 21st day of November, 2019.

Interim Town Manager

ATTEST:

Town Clerk
EXHIBIT A – LOT 1, BLOCK 1
PERMANENT EASEMENT – PARCEL A

A 5 foot wide strip of land lying in the northwest one-quarter (NW1/4) of Section 2, Township 6 North, Range 68 West, of the 6th Principal Meridian, County of Larimer, State of Colorado, being a portion of Lot 1, Block 1, plat of
RENEZVOUS FILING NO. 1, Larimer County Records, lying 2.5 feet on each side of the following described line:

Beginning on the north line of said Lot 1, from which the northwest corner thereof bears S89°59′26″W, 12.69 feet;

thence S09°58′20″E, 421.22 feet, along a line that lies 2.5 feet east of and parallel with the east line of that 10 foot wide Drainage Easement as shown on said plat, to the north line of that 10 foot wide Utility Easement as shown on said plat, the Point of Terminus.

The sidelines of said 5 foot wide strip are to be lengthened or shortened to terminate on said north lines.

Parcel A contains 2,106 square feet (0.048 acres) more or less.

As shown and described on Exhibit A Sheet 2 of 2 attached hereto and made a part hereof.

For the purpose of this description, bearings are based on said plat of RENDEZVOUS FILING NO. 1.

The author of this description is Monte L. Sudbeck, PLS 38503, prepared on behalf of SEH, 2000 S Colorado Blvd,
Suite 6000, Denver, CO 80222, on October 21, 2019, under Job No. 145838-107.0, for Public Service Company of
Colorado, and is not to be construed as representing a monumented land survey.

Monte L. Sudbeck, PLS 38503
10-21-2019