

**TOWN OF TIMNATH, COLORADO
RESOLUTION NO. 70, SERIES 2023**

**A RESOLUTION APPROVING GRANT OF EASEMENT AND AGREEMENT FOR
RED BARN PROPERTY**

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, 5258 Ranch LLC (“Grantee”) has offered to purchase a non-exclusive, permanent easement from the Town for a sanitary sewer main (the “Town”) to serve property known as the Red Barn property; and

WHEREAS, the Town Council finds that the purchase price is fair market value for the sale of the easement interest; and

WHEREAS, attached hereto as Exhibit A is a Grant of Easement and Agreement (the “Agreement”); and

WHEREAS, the Town Council is familiar with the Agreement and finds conveyance of the easement for the purchase price and entering into the Agreement is in the best interest of the Town, its residents, and the general public.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF TIMNATH, COLORADO AS FOLLOW:

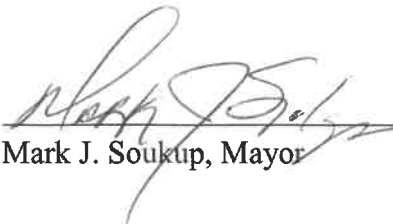
Section 1. Approval

The Agreement is hereby approved in substantially the form as attached hereto, subject to technical or otherwise non-substantive modifications, as deemed necessary 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 14, 2023.

TOWN OF TIMNATH, COLORADO




Mark J. Soukup, Mayor

ATTEST:

A handwritten signature in blue ink, reading "Milissa Peters Garcia", written over a horizontal line.

Milissa Peters-Garcia, CMC
Town Clerk

EXHIBIT A

GRANT OF EASEMENT AND AGREEMENT

GRANT OF EASEMENT AND AGREEMENT

This Grant of Easement and Agreement (the "Agreement") is entered into this 14th day of November, 2023, by and between the Town of Timnath, Colorado, a Municipal Corporation of the State of Colorado (the "Town") and The 5258 Ranch LLC, a Colorado limited liability company ("Grantee").

For good and valuable consideration, including the payment of \$19,477.00 from the Grantee to the Town, the Town and Grantee hereby make the following grants, agreements and covenants:

1. Subject to the terms and conditions set forth herein, the Town, hereby grants to the Grantee a non-exclusive permanent easement (the "Easement") for the purpose of constructing, installing, improving, maintaining, inspecting, operating, repairing, replacing, and removing a sanitary sewer force line up to two inch line in diameter to serve Grantee's property at 2100 Colorado Boulevard, Timnath, CO (the "Sewer Line"), over, under, and across that portion of the Town's property as is more particularly described on Exhibit A attached hereto and made a part hereof ("Easement Area"), subject to all liens, easements, encumbrances and restrictions of record.

2. The Town hereby covenants and agrees to Grantee as follows:

2.1. The Town is fee owner of the Easement Area.

2.2. The Town will not place or plant any trees, buildings or similar structures on the Easement Area after the date of this Agreement that would impede or interfere with the purpose of the Easement, without Grantee's approval, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, the Town is not restricted from placing within the Easement Area any temporary or removeable and replaceable objects, including yard lights, mail boxes, signs and fences; any grasses, groundcover, flowers, small shrubs and plants without deep roots; or any sidewalks, roads or trails.

3. The Grantee hereby covenants and agrees to the Town as follows:

3.1 Grantee shall provide written notice to the Town's Public Works Department at least one week prior to performing work that will disturb the Easement Area (the "Work"), except in the case of an emergency, in which case the Town will be notified by telephone prior to commencing the Work by a call to the Town's Public Works Director. As soon as practicable after installation of the Sewer Line or any other disturbance of the surface of the ground, Grantee shall restore the Easement Area to substantially the condition and grade existing prior to such work, except as modified by such improvements, including reseeding of any grass. Grantee agrees that for a period of one year following construction which involves disturbance of the surface of the ground, Grantee will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that occurs as a result of the Work done by Grantee within the Easement Property and by replacing any seed or sod that does not flourish.

3.2 Grantee is responsible for maintenance of the Sewer Line at its own cost. In the event that the Town determines that any maintenance is needed or Grantee fails to restore the Easement Area after disturbance, the Town shall provide notice to Grantee to perform the work. If the maintenance / restoration is not performed within 10 business days, the Town may perform the maintenance or repair. In the case of an emergency, as determined by the Town, including without limitation a Sewer Line back-up or breach, the Town may proceed to make any needed repairs or maintenance and clean-up, without prior notice to Grantee. Grantee shall reimburse the Town for all

costs of associated with the Town providing maintenance and repairs on the Sewer Line or for the Town performing any clean-up or repairing damage within thirty days of receipt of an invoice. Amounts not paid by such date shall accrue interest at a rate of ten percent per annum and may be assessed to the owner of the Red Barn Property, as legally described on Exhibit B, attached hereto.

3.3 Grantee shall indemnify, defend and hold the Town fully harmless against, and will reimburse the Town for and against, any and all causes of action, claims, demands, damages or liability for (i) physical damage to or destruction of the Town's property or the property of others and (ii) personal or bodily injuries to the Town's representatives, agents, or employees or the public or any other person, to the extent any such damage is caused by Grantee's construction, installation, maintenance (or failure to maintain), inspection, operation, repairs, replacement, or removal of the Sewer Line in or from the Easement Area, except to the extent caused by the negligence or willful and wanton conduct of the Town.

4. Except to the extent that such rights may be inconsistent with the rights and privileges herein granted to Grantee, the Town shall retain the right to use and enjoyment of the Easement Area. The Town reserves the right to grant further easement interests in the Easement Area to other utilities and grantees, provided that Grantee's rights to the use of the Easement will not be materially impaired by such grant.

5. The Sewer Line serves the Red Barn Property, owned by Grantee, and the Easement shall benefit and be appurtenant to and run to any successor owners of the Red Barn Property. The Easement created hereby shall run with the land, constitute a burden on the Easement Area, and be binding upon and inure to the benefit of the respective heirs, successors and assigns of the Town and Grantee.

6. This Agreement and the terms, conditions and provisions hereof shall be governed by and construed and enforced in accordance with the laws of the State of Colorado and may be enforced by any party herein or by their heirs, successors and assigns. In the event that legal or administrative suits or proceedings are brought against any party for the purpose of such enforcement, including without limitation to enforce payment of amounts due hereunder, the prevailing party shall recover from the non-prevailing party all costs associated therewith, including but not limited to reasonable attorney fees and costs.

7. Amendments to this Agreement may only be made in writing by agreement of both parties, or their successors-in-interest.

8. This Agreement shall be recorded in the real property records of the Clerk and Recorder of the County in which the Easement is located.

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TOWN:

The Town of Timnath,
a Municipal Corporation of the State of Colorado

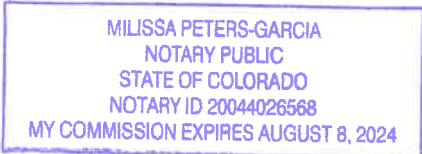


Aaron Adams, Town Manager

STATE OF COLORADO)
) ss.
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this 16th day of November, 2023, by Aaron Adams as Town Manager of The Town of Timnath, a municipal corporation.

Witness my hand and official seal.

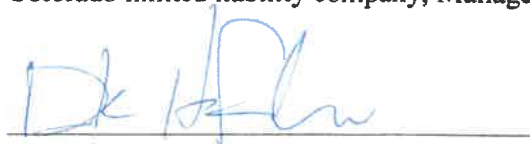




Notary Public

The 5258 Ranch LLC,
a Colorado limited liability company

By: Free Range Asset Management, LLC, a
Colorado limited liability company, Manager

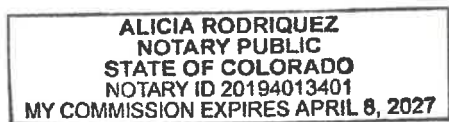


Derek Hofmeister, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 15th day of November 2023, by
Derek Hofmeister, as Manager of Free Range Asset Management, LLC, a Colorado limited liability
company, Manager of The 5258 Ranch LLC, a Colorado limited liability company.

WITNESS my hand and official seal:



Notary Public

EXHIBIT A

EXHIBIT A
PARCEL DESCRIPTION

A parcel of land, being part of Tract A, Wildwing Final Plat Filing No. 2, as recorded March 2, 2016 as Reception No. 20160012605 of the Records of the Larimer County Clerk and Recorder, situate in the Southeast Quarter (SE1/4) of Section Twenty-four (24), Township Seven North (T.7N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), Town of Timnath, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Tract A and assuming the East line of Tract A as bearing South 00°10'32" East, being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 1236.93 feet and with all other bearings contained herein relative thereto;

THENCE South 00°10'32" East, along said East line, a distance of 55.72 feet to the POINT OF BEGINNING;

THENCE South 00°10'32" East, continuing along said East line, a distance of 20.00 feet;

THENCE South 89°02'16" West a distance of 94.62 feet;

THENCE South 89°52'26" West a distance of 58.09 feet;

THENCE South 89°09'02" West a distance of 238.84 feet;

THENCE South 88°35'15" West a distance of 187.36 feet;

THENCE South 83°50'18" West a distance of 87.81 feet;

THENCE South 84°37'52" West a distance of 106.32 feet;

THENCE South 86°26'39" West a distance of 98.53 feet;

THENCE South 42°17'06" West a distance of 2.33 feet;

THENCE South 00°05'29" West a distance of 19.00 feet;

THENCE South 01°13'57" East a distance of 63.62 feet;

THENCE South 45°03'42" West a distance of 24.41 feet to the West line of Tract A and to the beginning of a curve, non-tangent to the aforesaid course;

Thence along said West line the following two courses:

THENCE along the arc of a curve concave to the West a distance of 64.38 feet, having a Radius of 500.00 feet, a Delta of 07°22'39" and is subtended by a Chord that bears North 01°39'19" West a distance of 64.34 feet to a Point of Tangency (PT);

THENCE North 05°20'39" West a distance of 23.85 feet;

THENCE North 00°05'29" East a distance of 19.53 feet;

THENCE North 42°17'06" East a distance of 18.15 feet;

THENCE North 86°26'39" East a distance of 106.33 feet;

THENCE North 84°37'52" East a distance of 105.87 feet;

THENCE North 83°50'18" East a distance of 88.50 feet;

THENCE North 88°35'15" East a distance of 188.29 feet;

THENCE North 89°09'02" East a distance of 239.07 feet;

THENCE North 89°52'26" East a distance of 58.07 feet;

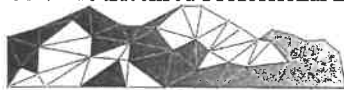
THENCE North 89°02'16" East a distance of 94.75 feet to the POINT OF BEGINNING.

Said described parcel of land contains 19,447 Square Feet or 0.446 Acres, more or less (±).

SURVEYORS STATEMENT

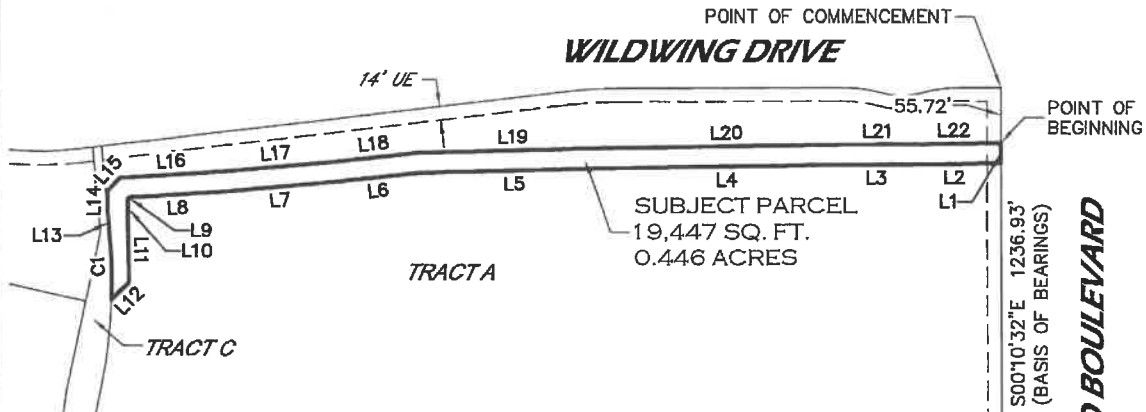
I, Steven Parks, a Colorado Licensed Professional Land Surveyor do hereby state that this Parcel Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.

Steven Parks - on behalf of Majestic Surveying, LLC
Colorado Licensed Professional Land Surveyor #38348



MAJESTIC SURVEYING
1111 Diamond Valley Drive, Suite 104
Windsor, Colorado 80550





CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	64.38'	500.00'	7°22'39"	64.34'	N01°39'19"W

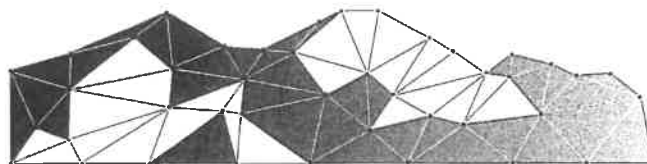
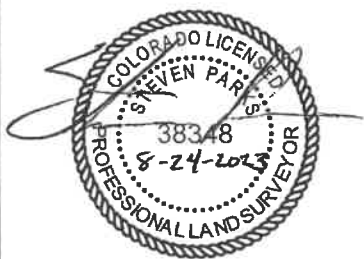
LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°10'32"E	20.00'
L2	S89°02'16"W	94.62'
L3	S89°52'26"W	58.09'
L4	S89°09'02"W	238.84'
L5	S88°35'15"W	187.36'
L6	S83°50'18"W	87.81'
L7	S84°37'52"W	106.32'
L8	S86°26'39"W	98.53'
L9	S42°17'06"W	2.33'
L10	S00°05'29"W	19.00'
L11	S01°13'57"E	63.62'
L12	S45°03'42"W	24.41'
L13	N05°20'39"W	23.85'
L14	N00°05'29"E	19.53'
L15	N42°17'06"E	18.15'
L16	N86°26'39"E	106.33'
L17	N84°37'52"E	105.87'
L18	N83°50'18"E	88.50'
L19	N88°35'15"E	188.29'
L20	N89°09'02"E	239.07'

LINE TABLE		
LINE	BEARING	LENGTH
L21	N89°52'26"E	58.07'
L22	N89°02'16"E	94.75'



Note: This drawing does not represent a monumented land survey. Its sole purpose is a graphic representation of the accompanying written description.

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon. (CRS 13-80-105)



MAJESTIC SURVEYING

EXHIBIT B

EXHIBIT B

A PARCEL OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP SEVEN NORTH (T.7N.), RANGE SIXTY-SEVEN WEST (R.67W.) OF THE SIXTH PRINCIPAL MERIDIAN (6TH P.M.) BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT A, LOT LINE ADJUSTMENT #LLA22-0019, COUNTY OF WELD, STATE OF COLORADO.