

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. R-7
SERIES 2022

A RESOLUTION OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1
BOARD OF DIRECTORS APPROVING A UTILITY EASEMENT AGREEMENT
WITH SUPERIOR SELF STORAGE MANAGEMENT COMPANY LLC

NOW, THEREFORE, BE IT RESOLVED BY THE METROPOLITAN DISTRICT
NO. 1 BOARD OF DIRECTORS, AS FOLLOWS:


Section 1. The Utility Easement Agreement between the Superior
Metropolitan District No. 1 and Superior Self Storage Management
Company LLC is hereby approved in substantially the same form as
attached hereto, subject to final approval by the Town Attorney

ADOPTED this 26th day of September, 2022.



Clint Folsom, President

ATTEST:



Lydia Yecke, Acting Secretary



UTILITY EASEMENT

This UTILITY EASEMENT (the "Easement") is made and executed this 26th day of September, 2022, by and between SUPERIOR SELF STORAGE MANAGEMENT COMPANY LLC, a Colorado limited liability company with a legal address of 12460 1st Street, P.O. Box 247, Eastlake, CO 80614-0247 ("Grantor"), and the TOWN OF SUPERIOR, a Colorado municipal corporation with a legal address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town") (each individually a "Party" and collectively the "Parties").

WHEREAS, Grantor is the owner of certain real property in the Town of Superior, Colorado, more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, with an address of 7542 West Coal Creek Drive, Superior, Colorado 80027 (the "Property");

WHEREAS, the Town wishes to install sanitary sewer main and related appurtenances on the Property for the purposes of providing sanitary sewer services to the Kupfner Subdivision and Superior Self Storage as depicted on **Exhibit B**, attached hereto and incorporated herein by this reference (the "Sewer Line"); and

WHEREAS, to accomplish this purpose, Grantor agrees to grant to the Town this Easement, which allows the Town to install the Sewer Line on the Property and to thereafter maintain the sewer line.

NOW THEREFORE, in and for the consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration paid by the Town to Grantor, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to the Town a perpetual non-exclusive easement to enter, re-enter and use the Property for the following purposes:
 - a. To install the Sewer Line as depicted on **Exhibit A**.
 - b. To access the Sewer Line for inspection and maintenance purposes, including cleaning and the making of all necessary repairs thereto.
 - c. To perform any other acts reasonably necessary to protect the Sewer Line from damage.
2. Town's Rights. The Town shall have and exercise the right to ingress and egress in, to, over and across the Property for any lawful purpose needed for the full enjoyment of the rights granted by Grantor to the Town hereunder.
3. Grantor's Rights. Grantor retains the right to the undisturbed use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair any grant herein contained.
4. Town's Obligations. In exercising its rights under this Easement, the Town agrees to the following:
 - a. The Town shall cause any of the Property, including landscaping and fences, which is disturbed by the Town during the Town's activities on the Property to be

returned to its original condition, or as near thereto as may be reasonably accomplished, all at the expense of the Town or its contractors or agents.

b. The Town shall not use the Property as a staging area for repair or maintenance activities, and no equipment shall be stored on the Property.

c. The Town shall be solely responsible for the maintenance of the Sewer Line.

d. The Town shall comply with all applicable laws concerning the construction, maintenance, repair and replacement of the Sewer Line.

5. Grantor's Obligations. Grantor agrees to the following:

a. Grantor shall not interfere with the Town's exercise of any of its rights under this Easement, including without limitation the installation of the Sewer Line and related appurtenances on the Property and the maintenance of the Sewer Line.

b. Grantor shall not install or permit the installation of any fence, wall, structure (above or below ground) or landscaping that would hinder the operation of the Sewer Line or impair the Town's rights of access pursuant to this Easement.

6. Indemnification. Grantor shall indemnify, hold harmless and defend the Town and its representatives, officers, employees, agents and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney fees, to the extent arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from Grantor's negligent or intentional acts or omissions and related to or occurring on or about the Property under this Easement.

7. Warranty. Subject to all existing matters of record currently encumbering the Property, Grantor warrants that it has the full right and legal authority to make the grant of this Easement.

8. Recordation. Except as otherwise expressly provided herein, all provisions in this Easement, including the benefits, burdens and covenants, are intended to run with the land and shall be binding upon and inure to the benefit of the respective successors and assigns of the Parties. The Town shall record this Easement in the official records of Boulder County, and may re-record it at any time as may be required to preserve its rights in this Easement.

9. Governing Law and Venue. This Easement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Boulder, State of Colorado.

10. Modification. This Easement may only be modified upon written agreement of the Parties.

11. Integration. The foregoing constitutes the entire agreement between the Parties regarding the Easement and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the Easement.

12. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Easement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers or employees.

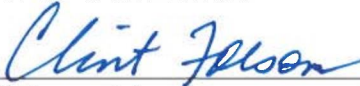
13. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

14. Third Parties. There are no intended third-party beneficiaries to this Easement.

15. Severability. If any provision of this Easement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

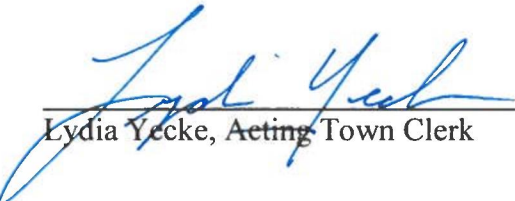
IN WITNESS WHEREOF, the Parties have executed this Easement as of the day and year first above set forth.

TOWN OF SUPERIOR



Clint Folsom, Mayor

ATTEST:



Lydia Yecke, Acting Town Clerk



GRANTOR:

Clay Carlson mgr.

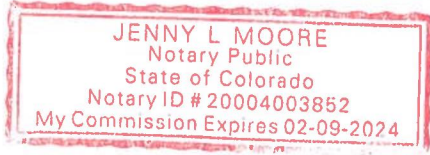
SUPERIOR SELF STORAGE MANAGEMENT COMPANY LLC, a Colorado limited liability company

STATE OF COLORADO)
) ss.
COUNTY OF Adams)

Subscribed, sworn to and acknowledged before me this 7th day of September, 2022 by Clay Carlson, as Manager of Superior Self Storage Management Company LLC, a Colorado limited liability company.

My Commission expires 02/09/2024.

(SEAL)



Jenny L Moore

Notary Public

**EXHIBIT A
PAGE 1 OF 2**

**VARIABLE WIDTH UTILITY EASEMENT
SELF STORAGE**

A VARIABLE WIDTH UTILITY EASEMENT, BEING A PART OF METES AND BOUNDS PARCEL OF LAND AS DESCRIBED UNDER RECEPTION NO. 3279456 AND AT RECEPTION NO. 2764801 ALL IN THE BOULDER COUNTY CLERK AND RECORDERS OFFICE, LYING IN THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 16A, KUPFNER SUBDIVISION REPLAT A, AS DESCRIBED UNDER RECEPTION NO. 2419628, SAID CORNER ALSO BEING THE SOUTHEAST CORNER OF LOT 17A OF SAID KUPFNER SUBDIVISION REPLAT A, WHENCE A LINE TO THE NORTHWEST CORNER OF SAID LOT 16A, ALSO BEING THE SOUTHWEST CORNER OF SAID LOT 17A IS ASSUMED TO BEAR S 90°00'00" W, A DISTANCE OF 162.59 FEET, SAID LINE BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION;

THENCE ALONG THE WESTERLY LINE OF SAID METES AND BOUNDS PARCEL, ALSO BEING THE EASTERLY LINE OF SAID LOT 17A, N 28°02'00" W, A DISTANCE OF 11.33 FEET;

THENCE DEPARTING SAID WESTERLY LINE, N 61°58'00" E, A DISTANCE OF 18.00 FEET;

THENCE ALONG A LINE BEING 18.00 FEET NORTHEASTERLY OF AND PARALLEL WITH SAID WESTERLY LINE, S 28°02'00" E, A DISTANCE OF 232.79 FEET;

THENCE S 64°34'30" E, A DISTANCE OF 18.91 FEET TO A POINT ON THE EASTERLY LINE OF SAID METES AND BOUNDS PARCEL, ALSO BEING A POINT ON THE WESTERLY LINE OF TRACT F, COAL CREEK CROSSING AS DESCRIBED UNDER RECEPTION NO. 3302235 OF SAID CLERK'S OFFICE;

THENCE ALONG SAID EASTERLY LINE, ALSO ALONG SAID WESTERLY LINES 25°25'30" W, A DISTANCE OF 36.42 FEET;

THENCE N 28°02'00" W, A DISTANCE OF 46.46 FEET TO A COMMON CORNER OF SAID METES AND BOUNDS PARCEL OF LAND AND LOT 14A OF SAID KUPFNER SUBDIVISION REPLAT A;

THENCE ALONG THE WESTERLY LINE OF SAID METES AND BOUNDS PARCEL, ALSO BEING THE EASTERLY LINES OF SAID LOTS 14A, 15A OF SAID REPLAT A AND SAID 16A, N 28°02'00" W, A DISTANCE OF 211.88 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION CONTAINS 4,866 SQUARE FEET OR 0.11 ACRES MORE OR LESS.



**WILLIAM G BUNTROCK, PLS
COLORADO LICENSED LAND SURVEYOR NO. 35585
TRUE NORTH SURVEYING & MAPPING, LLC
TN 22051 SELF STORAGE R1**

SELF STORAGE
VARIABLE WIDTH
UTILITY EASEMENT

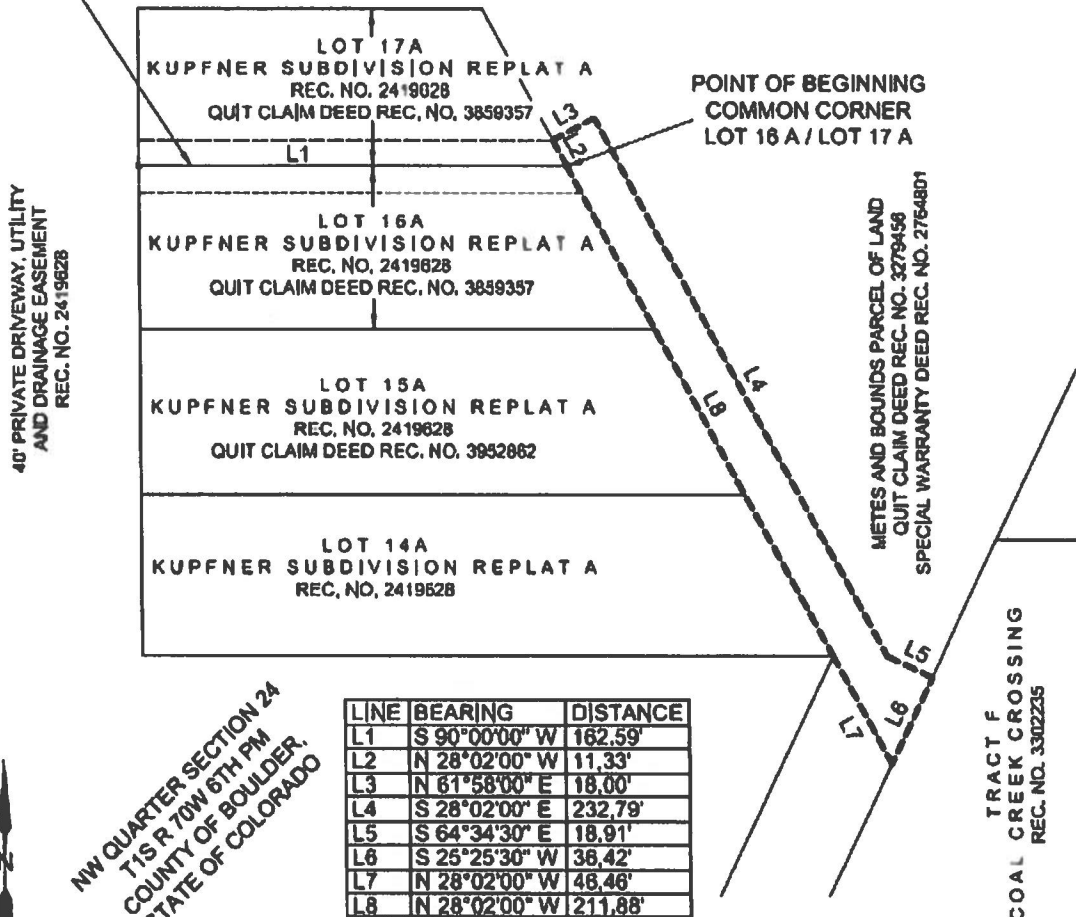
EXHIBIT A

4,866 SQUARE FEET
OR 0.11 ACRES +/-

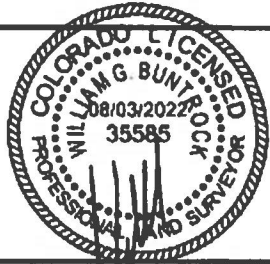
PAGE 2 OF 2

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.

BASIS OF BEARINGS
COMMON LINE LOT 16 A AND LOT 17 A

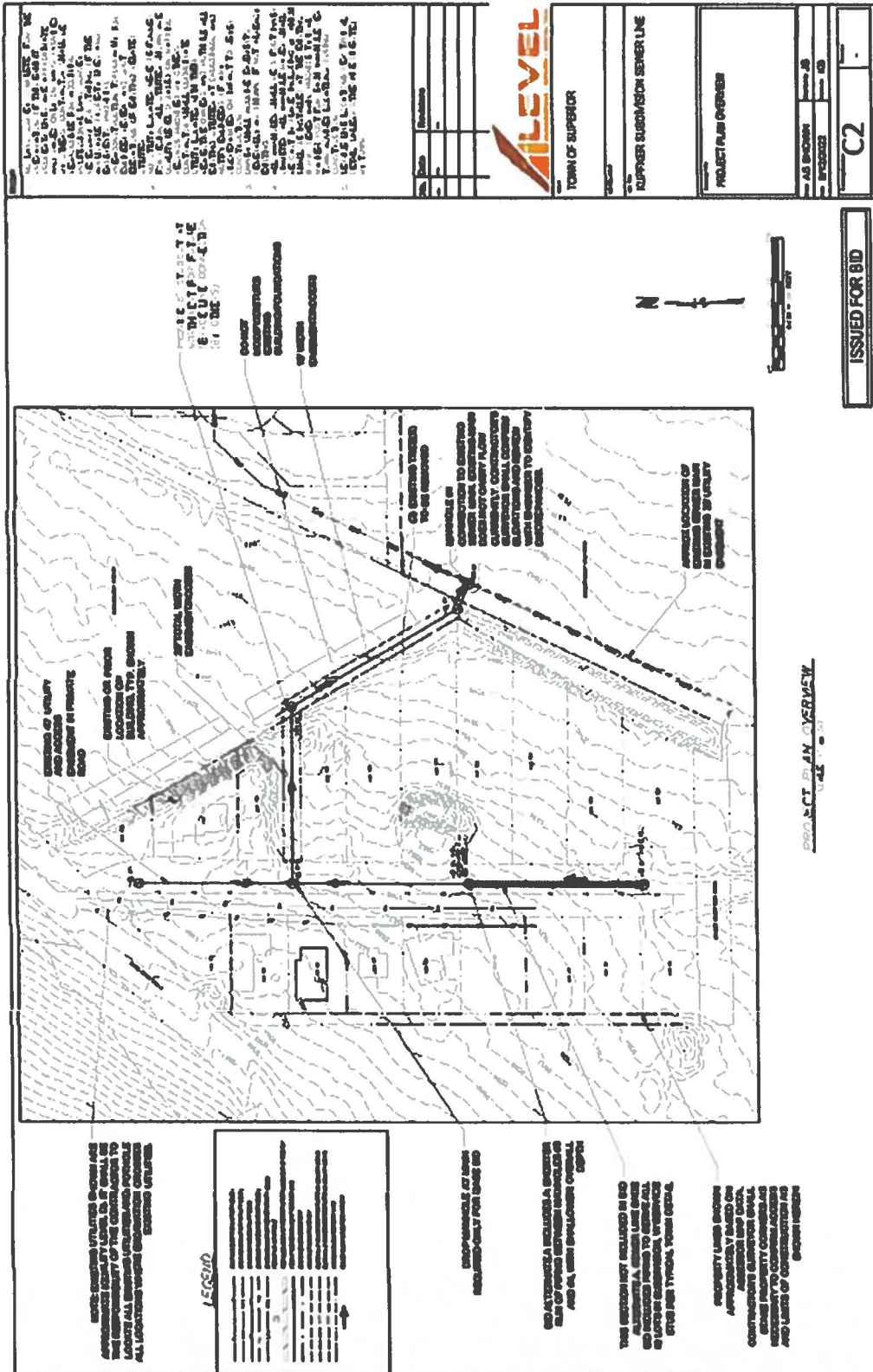


NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.



R1	DATE	08/03/2022
	DRAWN	BB
	CHECKED	BB
	APPROVED	BB
	PROJECT NO.	TN 22051
	HORZ. SCALE	1" = 60'

EXHIBIT B KUPFNER SEWER LINE PLANS



ISSUED FOR BID

DESIGNED BY J. N. JEROME
U.S. 42

<p>PROJECT: KUPFNER SUBDIVISION SEWER LINE</p> <p>TOWN OF SUPERIOR</p> <p>PROJECT PLAN NUMBER:</p> <p>AS SHOWN BY:</p> <p>DATE:</p>	<p>LEVEL</p> <p>CONTRACT NUMBER:</p> <p>DATE:</p>
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