

TOWN OF SUPERIOR  
RESOLUTION NO. R-44  
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF  
SUPERIOR APPROVING AN UTILITY EASEMENT AGREEMENT BETWEEN  
THE TOWN OF SUPERIOR AND MARY HAGLER

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE  
TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Utility Easement Agreement between the  
Town and Mary Hagler is hereby approved in substantially the form  
attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 14<sup>th</sup> day of August, 2023.



Mark Lacis, Mayor

ATTEST:



Lydia Yecke, Town Clerk



## UTILITY EASEMENT

This UTILITY EASEMENT (the "Easement") is made and executed this 17<sup>th</sup> day of August, 2023 (the "Effective Date"), by and between Mary Hagler, an individual with a legal address of 308 West Charles Street, Superior, CO 80027 ("Grantee"), and the Town of Superior, a Colorado municipal corporation with a legal address of 124 East Coal Creek Drive, Superior, CO 80027 (the "Town") (each a "Party" and collectively the "Parties").

WHEREAS, the Town owns the real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property"); and

WHEREAS, the Town desires to grant an utility easement on the Property to allow Grantee the ability to maintain the existing sewer line which crosses the Property.

NOW THEREFORE, in and for the consideration set forth herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. The Town hereby grants to Grantee a non-exclusive, 865-square foot utility easement to enter and re-enter the Property (the "Easement"), as depicted in **Exhibit B**, for the purpose of allowing Grantee access to the sewer line for maintenance purposes.
2. Town's Rights. The Town 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.
3. Maintenance.
  - a. Grantee shall be solely responsible for maintaining the sewer line contained within the Easement.
  - b. If Grantee fails to adequately maintain the sewer line contained within the Easement, and within 14 days after the date of written notice from the Town, fails to correct the maintenance problem, the Town may do so as provided herein. Notwithstanding the foregoing, the Town may, in the event of an emergency, as determined by the Town in its sole discretion, cure or correct any damage caused by Grantee's failure to maintain the sewer line contained within the Easement, and Grantee shall reimburse the Town for the cost of such maintenance, within 30 days after receipt of an invoice from the Town. Should Grantee fail to reimburse the Town for the cost of such maintenance, the Town may pursue any and all remedies available at law or in equity.
4. Indemnification. Grantee 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, arising from or in any way connected with injury to or the death of any person or physical damage to any property resulting from any act, omission, condition, or other matter related to or occurring on or about the Property because of this Easement.
5. Warranty. The Town warrants that it has the full right and legal authority to make the grant of this Easement.

8/13/2023

6. Miscellaneous.

a. *Recordation.* The Town shall record this Easement in the official records of Boulder County. 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.

b. *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.

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

d. *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.

e. *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.

d. *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.

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

f. *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 Effective Date.

ATTEST:

Lydia Yecke, Town Clerk



TOWN OF SUPERIOR

Mark Lacis, Mayor

**GRANTEE MARY HAGLER, an individual**

Mary Hagler

STATE OF COLORADO )  
COUNTY OF Boulder ) ss.

Subscribed, sworn to and acknowledged before me this 17<sup>th</sup> day of August, 2023, by Mary Hagler.

My Commission expires 11/18/24.

(SEAL)

LYDIA LYNN YECKE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20204040682  
COMMISSION EXPIRES NOVEMBER 18, 2024

Lydia Yecke  
Notary Public

# EXHIBIT "A"

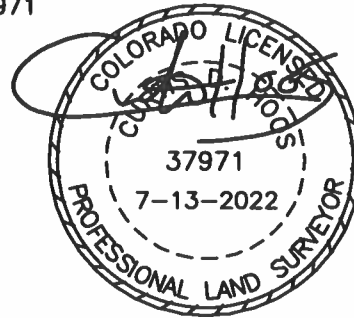
A PARCEL OF LAND LOCATED IN LOT 5, ERIN'S COMMUNITY, FILING NO. 1, TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID LOT 5 TO BEAR NORTH 89°37'14" EAST, BEING MONUMENTED ON THE EAST END BY A 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, PLS 38383, AND ON THE WEST END BY A 1/2" REBAR, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5; THENCE SOUTH 89°37'14" WEST, COINCIDENT WITH THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 24.63 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°06'17" WEST, A DISTANCE OF 20.46 FEET; THENCE SOUTH 31°54'09" WEST, A DISTANCE OF 44.19 FEET TO THE WEST LINE OF SAID LOT 5; THENCE NORTH 00°38'44" WEST, COINCIDENT WITH SAID WEST LINE, A DISTANCE OF 37.17 FEET; THENCE NORTH 31°54'09" EAST, A DISTANCE OF 7.72 FEET; THENCE NORTH 03°06'17" EAST, A DISTANCE OF 14.10 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE NORTH 89°37'14" EAST, COINCIDENT WITH SAID NORTH LINE, A DISTANCE OF 20.04 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 865 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.

PREPARED BY: CURTIS D. HOOS, PLS 37971  
FOR AND ON BEHALF OF:  
AMERICAN WEST LAND SURVEYING CO.  
BRIGHTON, CO 80601



NOTE: THIS DRAWING IS MEANT TO DEPICT THE ATTACHED DESCRIPTION AND IS FOR INFORMATIONAL PURPOSES ONLY. IT DOES NOT REPRESENT A MONUMENTED LAND SURVEY. NOTE: THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY AMERICAN WEST LAND SURVEYING CO. TO DETERMINE OWNERSHIP, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

PARCEL NO. 157724038005  
TOWN OF SUPERIOR

DRAWN BY: CDH  
FIELD: CDH  
JULY 13, 2023  
PAGE 1 OF 2



PO Box 129, Brighton, CO 80601 \* P 303-659-1532 F 303-655-0575 \* AMWESTLS.COM



# EXHIBIT "B"

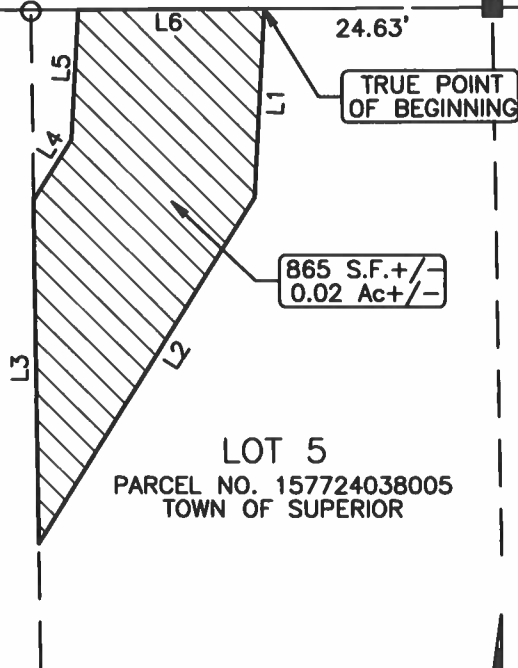
- = FOUND 5/8" REBAR WITH 1 1/2" ALUMINUM CAP, PLS 38383
- = FOUND 1/2" REBAR

**CHARLES STREET**  
(60' RIGHT-OF-WAY)

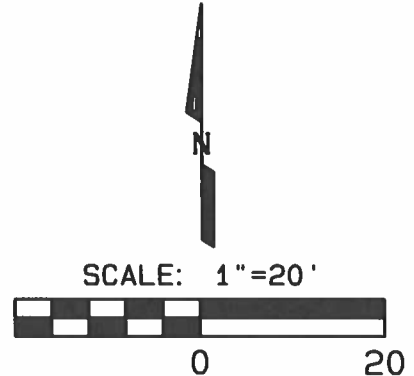
POINT OF COMMENCEMENT  
 N89°37'14"E 49.74'  
 (BASIS OF BEARINGS)

LOT 4  
 ERIN'S COMMUNITY  
 FILING NO. 1  
 (REC. NO. 1985617)

LOT 5  
 PARCEL NO. 157724038005  
 TOWN OF SUPERIOR



LINE	BEARING	DISTANCE
L1	S03°06'17"W	20.46'
L2	S31°54'09"W	44.19'
L3	N00°38'44"W	37.17'
L4	N31°54'09"E	7.72'
L5	N03°06'17"E	14.10'
L6	N89°37'14"E	20.04'



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PARCEL NO. 157724038005  
 TOWN OF SUPERIOR

DRAWN BY: CDH  
 FIELD: CDH  
 JULY 13, 2023  
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