

TOWN OF SUPERIOR
RESOLUTION NO. R-45
SERIES 2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF
SUPERIOR APPROVING AN ACCESS EASEMENT AGREEMENT BETWEEN
THE TOWN OF SUPERIOR AND JOHN VENO

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

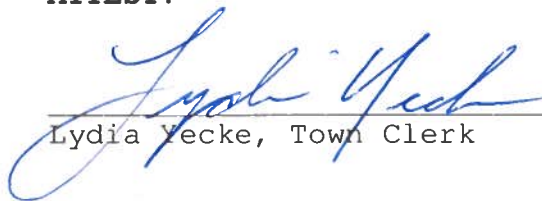
Section 1. The Access Easement Agreement between the Town
and John Veno is hereby approved in substantially the form attached
hereto, subject to final approval by the Town Attorney.

ADOPTED this 14th day of August, 2023.



Mark Lacis, Mayor

ATTEST:



Lydia Yecke, Town Clerk



ACCESS EASEMENT

This ACCESS EASEMENT (the "Easement") is made and executed this 17th day of August, 2023 (the "Effective Date"), by and between John Veno, an individual with a legal address of 312 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, Colorado 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 a access easement on the Property to allow for access to Lots 1 & 3 of Erin's Community within Original Town.

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, 15-foot access easement (the "Easement") to enter and re-enter the maintenance road, as depicted in **Exhibit B**, for the purpose of providing primary access to Lot 3 of Erin's Community and secondary access to Lot 1 of Erin's Community from West Charles Street, Superior, Colorado 80027, as well as establishing and preserving the all-weather surfacing of the road with asphalt millings.

2. Town's Rights. The Town retains the right to the undisturbed use and occupancy of the Town 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 Easement, including without limitation establishing and preserving the all-weather surfacing of the road with asphalt millings and snow removal.

b. If Grantee fails to adequately maintain 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 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,

8/17/2023

omission, condition, or other matter related to or occurring on or about the Town 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.

6. Miscellaneous.

a. *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.

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.

TOWN OF SUPERIOR

[Signature]

Mark Lacin, Mayor

ATTEST:

[Signature]
Lydia Yecke, Town Clerk



GRANTEE JOHN VENO, an individual

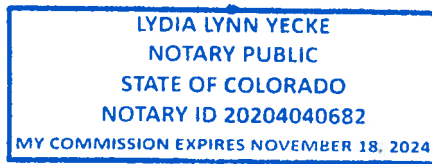
[Signature]

STATE OF COLORADO)
) ss.
COUNTY OF Boulder)

Subscribed, sworn to and acknowledged before me this 17th day of August, 2023, by John Veno.

My Commission expires 11/18/2024.

(SEAL)



[Signature]
Notary Public

EXHIBIT "A"
Legal Description

A DESCRIPTION AND EXHIBIT MAP OF AN ACCESS EASEMENT LOCATED ON A PART OF TRACT E, COAL CREEK CROSSING, IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

BOARD OF TRUSTEES CERTIFICATE

APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, STATE OF COLORADO. WITNESS MY HAND WITH THE CORPORATE SEAL OF THE TOWN OF SUPERIOR THIS 14 DAY OF AUGUST, 2023

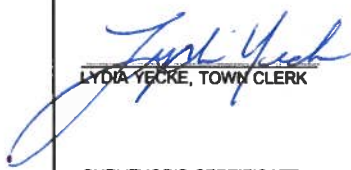
ATTEST:


LYDIA YECKE, TOWN CLERK


MARK LACIS, MAYOR

TOWN CLERK CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS ADOPTED BY THE BOARD OF TRUSTEES BY (RESOLUTION/ORDINANCE) NO. R-45 SERIES 2023 ON THIS 14 DAY OF AUGUST, 2023 AND WAS FILED IN MY OFFICE ON THE 17 DAY OF AUGUST, 2023 AT 11:00 O'CLOCK A.M.


LYDIA YECKE, TOWN CLERK



SURVEYOR'S CERTIFICATE

I, NATHANIEL E. KEANE, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS DRAWING WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, THAT THIS DRAWING ACCURATELY REPRESENTS SAID SURVEY, AND THAT SAID SURVEY IS IN COMPLIANCE WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, C.R.S., AS AMENDED, AND THE TOWN OF SUPERIOR MUNICIPAL CODE.

07-27-2023
DATE OF SURVEY

NATHANIEL KEANE
REGISTERED LAND SURVEYOR

SEAL



Notes:

- 1-THESE EXHIBIT MAP WAS PREPARED WITHOUT THE BENEFIT OF A PROVIDED TITLE COMMITMENT AND DOES NOT PURPORT TO BE A TITLE SEARCH BY BENCHMARK SURVEYING LLC. THERE MAY EXIST EASEMENTS AND/OR OTHER ENCUMBRANCES AFFECTING THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
- 2-THE INFORMATION SHOWN ON THIS MAP IS BASED ON A RECENTLY COMPLETED IMPROVEMENT SURVEY PLAT PERFORMED BY BENCHMARK SURVEYING, LLC.

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ALL RIGHTS RESERVED.

AN ACCESS EASEMENT AS DESCRIBED:

A PORTION OF TRACT E, COAL CREEK CROSSING, A SUBDIVISION LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO, THE PLAT OF WHICH IS RECORDED AT RECEPTION NO. 03302235 OF THE BOULDER COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF SAID TRACT E TO BEAR NORTH 89°48'20" EAST, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

BEGINNING AT AN ANGLE POINT ALONG THE EAST LINE OF TRACT E, COAL CREEK CROSSING, SAID POINT ALSO BEING THE NORTHWEST CORNER OF LOT 1, ERIN'S COMMUNITY FILING NO. 1; THENCE ALONG THE NORTH LINE OF SAID TRACT E, SOUTH 89°48'20" WEST, 15.00 FEET; THENCE DEPARTING SAID NORTH LINE OF TRACT E, SOUTH 00°11'40" WEST, 200.00 FEET; THENCE NORTH 89°48'20" WEST, 15.00 FEET TO A POINT ON THE EAST LINE OF TRACT E, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 3, ERIN'S COMMUNITY FILING NO. 1; THENCE ALONG THE EASTERLY LINE OF SAID TRACT E AND THE WEST LINE OF LOT'S 3 AND 1, ERIN'S COMMUNITY FILING NO. 1, NORTH 00°11'40" WEST, 200.00 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 3,000.0 SQ. FT. OR 0.069 ACRES, MORE OR LESS.

THE MATERIAL USED FOR THE PROPOSED ACCESS ROAD/DRIVE WILL BE RECYCLED ASPHALT MILLINGS

THIS MAP WAS PREPARED BY

BENCHMARK
SURVEYING

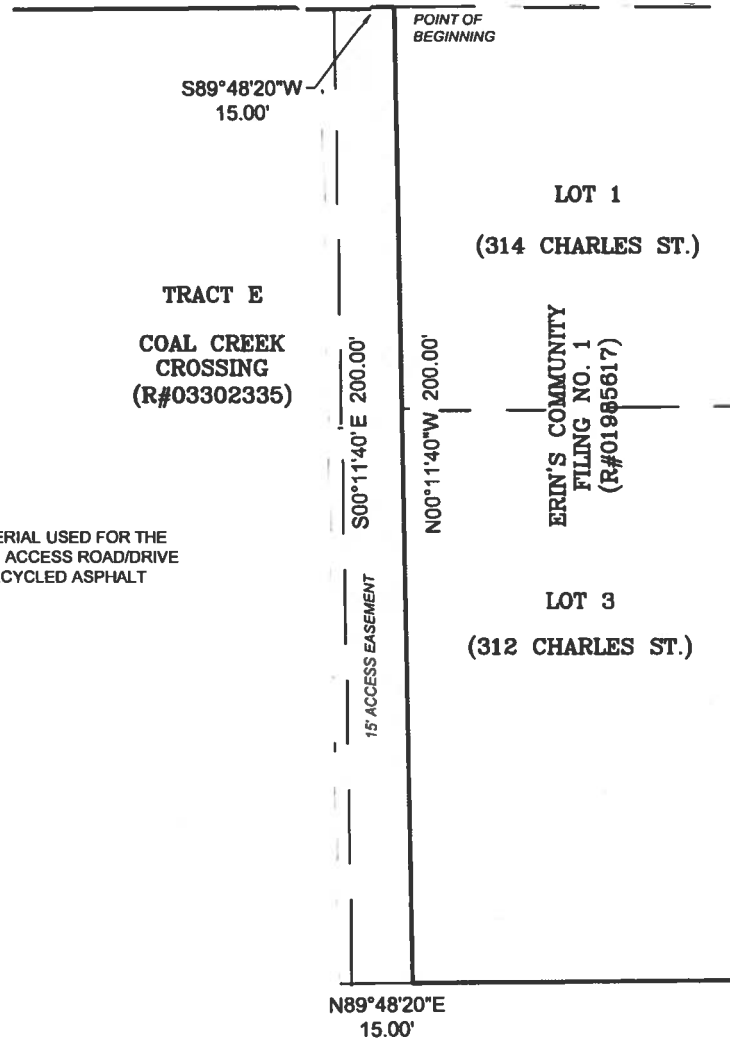
PROFESSIONAL LAND SURVEYING
4150 DARLEY AVENUE, UNIT 7
BOULDER, CO 80305
(720) 253-4080
www.BMSURV.com
NATE@BMSURV.COM

EXHIBIT "B"

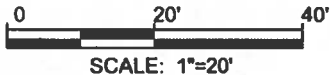
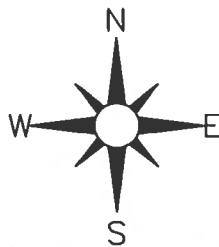
Easement Area

A DESCRIPTION AND EXHIBIT MAP OF AN EASEMENT TO BE VACATED LOCATED ON A PART OF LOT 3, ERIN'S COMMUNITY FILING NO. 1, IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M., TOWN OF SUPERIOR, COUNTY OF BOULDER, STATE OF COLORADO

CHARLES STREET
60' R.O.W.



THE MATERIAL USED FOR THE PROPOSED ACCESS ROAD/DRIVE WILL BE RECYCLED ASPHALT MILLINGS



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