

RESOLUTION NO.

22-05

Series of 2022

TITLE: A RESOLUTION APPROVING AN EASEMENT AGREEMENT WITH HUDSON ESTATE, LLC AND ACCEPTING THE GRANT OF A PUBLIC UTILITY EASEMENT

WHEREAS, Hudson Estates, LLC, desires to dedicate certain property to the Town to be used for the Hudson Fiber Network, allowing the broadband network into its property to serve residents; and

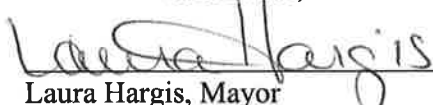
WHEREAS, the Town desires to accept such dedication as an easement grant and to approve an easement agreement associated therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF HUDSON, COLORADO, AS FOLLOWS:

Section 1. The Town Council hereby accepts the dedication of real property to the Town as a public utility easement and authorizes the Mayor to execute on behalf of the Town the Easement Agreement in substantially the form attached hereto.

INTRODUCED, READ and PASSED this 5 day of January, 2022.


TOWN OF HUDSON, COLORADO



Laura Hargis, Mayor

(SEAL)

ATTEST:



Town Clerk



PUBLIC UTILITY EASEMENT GRANT

THIS PUBLIC UTILITY EASEMENT GRANT (this “Grant”) is made this 20th day of December, 2021, by Hudson Estates LLC, a Colorado Limited Liability Company, whose address is P.O. Box 61, Littleton, CO 80160, hereinafter called “Grantor”, to the TOWN OF HUDSON, COLORADO, a Colorado municipal corporation, whose address is 50 South Beech Street, P.O. Box 351, Hudson, Colorado 80642, hereinafter called “Grantee.”

WITNESSETH:

For and in consideration of good and valuable consideration, the receipt whereof is hereby acknowledged, Grantor hereby grants to Town, and to authorized public utility providers, together with their agents, successors and assigns, a nonexclusive public utility easement (the “PUE”) to install, maintain and operate underground utility mains, transmission lines and service lines, together with typical aboveground appurtenances (the “Facilities”) either directly by Town or through the various public utilities, as may be necessary to provide such utility services to Grantor’s real property or to other land within the Town, over, under, across and through Grantor’s real property located in the Town of Hudson and County of Weld, State of Colorado that is more particularly described in the attached Exhibit A, which is incorporated herein by reference (the “Easement Property”).

1. Grant of Easement. Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement on, under and through the Easement Property, for the purpose of the operation and maintenance of utility mains, including water and sewer utility mains or lines, broadband conduit and fiber lines, and appurtenant utility facilities. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of utility mains, including water and sewer utility mains or lines, broadband conduit and fiber lines, and appurtenant utility facilities consistent with the easement provided herein. All such utilities shall be at grade or underground. No utilities shall be run above grade or ground. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, asphalt and sidewalks. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor's property. Upon completion of construction, Grantee shall restore the surface of Grantor’s property to substantially the same level and condition as existed prior to construction.

2. Operation and Maintenance. The operation and maintenance of the utility mains, including water and sewer utility mains or lines, broadband conduit and fiber lines, and appurtenant utility facilities within the Easement Property shall be the responsibility of the Grantee.

3. Retained Rights. Grantor shall have all rights to the Easement Property not granted hereby, but no structure(s) or other improvement(s) shall be constructed on the Easement Property.

4. Grantor Defined. The word "Grantor" as used herein, whenever the context requires or permits, shall include the heirs, personal representatives, beneficiaries, successors, grantees and assigns of the owners of the Easement Property, or the respective owners from time to time of portions thereof. The burdens and benefits of this Easement Agreement shall be deemed covenants running with said easements and said land. Notwithstanding any contrary provision in this Easement Agreement, however, any obligation under this Easement Agreement which is to be performed by the owner of any land which is burdened by this Easement Agreement shall be enforceable only against the then owner of such land, and not against any such owner's predecessors in interest.

5. Covenants of Grantee. Grantee hereby represents, covenants and warrants in favor of Grantor, and its successors and assigns, as follows:

a. Grantee shall protect the Easement Property, from damage caused, in whole or in part, by acts or omissions of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees and agents.

b. Grantee shall not cause or permit to be caused by any of its employees, agents, contractors, subcontractors, successors, assigns, lessees or licensees, any hazardous substances, as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), pollutants or contaminants, as defined by CERCLA, or hazardous waste, as defined by the Resource, Conservation and Recovery Act ("RCRA"), including, but not limited to, asbestos and/or urea formaldehyde, or any pollutants or toxic pollutants as defined by the Clean Water Act, and any amendments thereto, to be dumped, spilled, released, permanently stored or deposited on, over or beneath the Easement Property or any other lands owned by Grantor.

6. Miscellaneous.

a. Except as otherwise expressly provided herein, all provisions herein contained, 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 hereto.

b. This Easement Agreement constitutes all of the agreements, understandings and promises between the parties hereto, with respect to the subject matter hereof.

c. This Easement Agreement shall be of no force and effect until this Easement Agreement is duly and validly executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement as of the date and year first above written.

GRANTOR:

Name: Cody Kirkpatrick

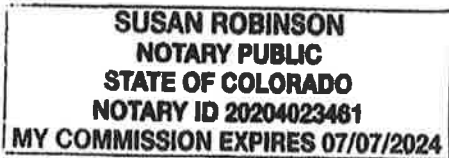
Title: Manager, Hudson Estates LLC

STATE OF Colorado)
COUNTY OF Jefferson } ss.

The foregoing instrument was acknowledged before me this 20th day of December, 2021, by Cody J. Kirkpatrick as Manager of Hudson Estates LLC, a Colorado Limited Liability Company

My commission expires: 7-7-2024

WITNESS my hand and official seal.



Susan Robinson
Notary Public

ACCEPTED by Town as of the ___ day of ___, 2022.

THE TOWN OF HUDSON, COLORADO, a Colorado municipal corporation

By: Laura Hargis
Laura Hargis, Mayor

ATTEST:

Heather Meierkort
Heather Meierkort, Town Clerk

EXHIBIT A

PROPERTY DESCRIPTION

PUBLIC UTILITY EASEMENT

A parcel of land for easement purposes being a portion of Block 31 and the vacated alley within Block 31, and also a portion of Block 32 and the vacated alley within Block 32, along with a portion of vacated Ash Street between Block 31 and Block 32, all of the Town of Hudson Subdivision Plat recorded December 31, 1907 as Reception No. 125091 of the Records of Weld County, situate within the Southeast Quarter of Section Three (3) Township One North (T.1N.), Range Sixty-five West (R.65W.), Sixth Principal Meridian (6th P.M.), Town of Hudson, County of Weld, State of Colorado more particularly described as follows:

COMMENCING at the Southwest corner of said Block 31 as monumented by a #4 rebar with an Orange Plastic Cap, LS37070 and assuming the South line of Block 31 and Block 32 as bearing South 89°41'52" East a distance of 504.61 feet with all bearings contained herein relative thereto, the East end of said South line being monumented by a #4 rebar with an Orange Plastic Cap, LS37070;

THENCE North 01°18'14" East along the West line of said Block 31 a distance of 91.00 feet to the **POINT OF BEGINNING**;

THENCE North 01°18'14" East continuing along the West line of said Block 31 a distance of 10.00 feet to a point of departure from the West line of said Block 31;

THENCE South 89°25'36" East a distance of 158.33 feet;

THENCE South 89°15'56" East a distance of 228.01 feet;

THENCE North 89°34'54" East a distance of 206.74 feet to the East line of said Block 32;

THENCE South 00°24'06" West along the East line of said Block 32 a distance of 5.15 feet to the Northwestern Right of Way line of Hudson Drive as granted in that Quit Claim Deed recorded July 30, 1935 in Book 981, Page 16 as Reception No. 718730 of the Records of Weld County;

THENCE South 43°31'50" West along said Northwestern Right of Way line a distance of 6.73 feet to a point of departure from said Northwestern Right of Way line;

THENCE South 89°34'54" West a distance of 202.10 feet;

THENCE North 89°15'56" West a distance of 228.10 feet;

THENCE North 89°25'36" West a distance of 158.44 feet to the **POINT OF BEGINNING**.

Said described easement parcel contains 5920 sq. ft. or 0.14 acre, more or less.

SURVEYOR'S CERTIFICATE

I, Steven A. Lund, a Colorado Registered Professional Land Surveyor do hereby state that this Property 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 A. Lund
12-16-2021
Sub 1262

Steven A. Lund – on Behalf of Northern Engineering
Colorado Registered Professional
Land Surveyor #34995

NORTHERN ENGINEERING
820 8th Street
Greeley, Colorado 80631
(970) 395-9880

BIRCH STREET

8TH AVENUE

Line work per Rec. No. 4274405
ALTANSRFS Survey by Acklam, Inc
1/31/2017

