

## Easement Agreement

### RECOMMENDATION

It is recommended that the Board of Trustees authorize the President or their designee to execute the Easement and Covenant agreement between the University and the City of Greeley.

### BACKGROUND

As part of the construction of the College of Osteopathic Medicine building, the City of Greeley requires a Permanent Potable Water Easement and Covenant on UNC land to provide water service. The easement site is off of 20<sup>th</sup> Street, to the west of 12<sup>th</sup> Avenue.

The total area of the permanent easement is 5,137 square feet or 0.118 acres.

Per Section 9(A) of the Bylaws of the Board of Trustees, the President is not authorized to approve and execute any documents that "acquire, dispose of, or hypothecate interests in real property held by the Board of Trustees or any of its predecessors" without express prior approval of the Board.



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Responsible Staff

02/19/2025

Date



President

02/21/2025

Date

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Board Action

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Date

## PERMANENT POTABLE WATER EASEMENT AND COVENANT

This Permanent **POTABLE WATER** Easement and Covenant is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Effective Date"), between The Board of Trustees for the University of Northern Colorado, an Institution of Higher Education, whose address is 501 20<sup>th</sup> St., Greeley, CO 80639 ("Grantor") and the **CITY OF GREELEY, COLORADO, a Colorado home rule municipality**, whose address is 1000 10<sup>th</sup> Street, Greeley, Colorado 80631 ("City").

Grantor, who owns, subject to existing easements, interests, and encumbrances, real property known by Weld County parcel number 096118102002 and legally described as:

GR 12574 West Campus Add – PT NE4 18 5 65 ("Property").

For consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby conveys to City, a Permanent Potable Water Easement and Covenant ("Easement and Covenant") in, on, under, and across the property depicted in **Exhibit A**, attached hereto and incorporated herein (4 of 5 pages) ("Easement Area"), for the purposes of:

1. Surveying, locating, installing, using, operating, maintaining, marking, inspecting, repairing, altering, removing and replacing water improvements and appurtenances thereto ("Improvements");
2. Marking the location of the Easement Area;
3. Cutting and clearing trees, brush, debris and other obstructions on the Easement Area; and
4. Access across contiguous property owned by Grantor by means of existing roads, lanes, and setbacks, or other reasonable route as determined by City and approved by Grantor, which approval cannot be unreasonably withheld, so that City may conduct the activities described in paragraphs 1 through 3, above ("City's Activities").

Following initial installation of the Improvements, City shall at City's expense:

5. Insofar as practicable, restore the surface of the ground to its condition existing prior to City's Activities, as agreed upon by both parties. Restoration of the surface of the ground will be considered complete when Grantor, through Grantor's contractor, determines at least 70% of previously existing ground cover is mature enough to control soil erosion and can survive harsh weather conditions, and support the growing conditions existing prior to the City's Activities, in accordance with the City's best management practices.
6. For any agricultural use, such as growing crops or livestock operations, that exists in the Easement Area as of the Effective Date ("Allowed Agricultural Operations"), pay Grantor for actual damage to growing crops and livestock operations caused by City's Activities. The amount paid shall be calculated based on records provided by Grantor of Allowed Agricultural Operations.

7. Place gates and locks, to be controlled by City, in existing fences that cross the Easement Area.

Grantor reserves the right to use and occupy the Easement Area for any purpose which will not interfere with City's Activities. Grantor shall not:

8. Construct or allow the construction of any structures with the Easement Area;
9. Install any landscaping, fences, or other improvements that require excavation deeper than one (1) foot below the surface of the Easement Area or alters the ground level within the Easement Area, without prior written consent of City;
10. Install any berms or other improvements that require fill dirt more than one (1) foot above the surface of the Easement Area or alter the ground level within the Easement Area, without prior written consent of City;
11. Except in connection with Allowed Agricultural Operations, plant or allow any trees, shrubs or landscaping that exceeds three (3) feet in height when mature within the Easement Area, without prior written consent of City;
12. Impound water or other substances within the Easement Area;
13. Store or dispose of any dangerous, toxic or hazardous substances within the Easement Area; or
14. Allow use or crossing of the Easement Area by any entity other than City, including utilities, without prior written consent of City.
15. The City is not responsible for any costs associated with improvements built after the Effective Date.

The easements and rights granted in this Easement and Covenant, the restrictions imposed, and the agreements, and covenants contained shall be easements, rights, restrictions, agreements, and covenants running with the land, shall be recorded against the Property, and shall be binding upon and inure to the benefit of Grantor and City, and their respective heirs, executors, administrators, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Property, or any portion thereof, and all persons claiming under them.

*{SIGNATURE PAGES TO FOLLOW}*

GRANTOR:

THE BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO

The undersigned certifies that he/she has authority to bind Grantor to the terms of this Easement.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: Blaine Nickeson Title: Associate VP for Administration

The Board of Trustees for the  
University of Northern Colorado  
By: {Owner Name}

STATE OF COLORADO )  
 ) ss.  
COUNTY OF WELD )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by  
The Board of Trustees for the University of Northern Colorado, as Grantor.  
{Owner Name}

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

CITY:

**CITY OF GREELEY, COLORADO**  
**a Colorado home rule municipality**

By: \_\_\_\_\_ Date: \_\_\_\_\_,  
Water and Sewer Chief Engineer

COG \_\_\_\_\_  
Project: University of Northern Colorado College of Osteopathic Medicine  
Parcel: 096118102002

## EASEMENT DESCRIPTION

A portion of land for easement purposes, being part of West Campus Addition recorded December 13, 1962 as Reception No. 1396029 of the Records of the Weld County Clerk and Recorded, located in the Northeast Quarter (NE1/4) of Section Eighteen (18), Township Five North (T.5N), Range Sixty-Five West (R.65W.) of the Sixth Principal Meridian (6th P.M.), County of Weld, State of Colorado and being more particularly described as follows:

**COMMENCING** at the Northeast corner of Section 18 and assuming the North line of the NE1/4 as bearing South 89°51'22" West being a Grid Bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/2011, a distance of 2636.13 feet with all other bearings contained herein relative thereto;

THENCE South 89°51'22" West along the North line of the NE1/4 of Section 18, a distance of 611.20 feet;

THENCE South 00°08'38" East a distance of 80.00 feet to the South Right of Way line of 20<sup>th</sup> Street and to the **POINT OF BEGINNING**;

THENCE South 00°08'38" East a distance of 79.36 feet;

THENCE South 22°18'29" West a distance of 51.99 feet;

THENCE South 67°41'31" East a distance of 150.35 feet;

THENCE South 22°18'29" West a distance of 10.00 feet;

THENCE North 67°41'31" West a distance of 150.35 feet;

THENCE South 22°18'29" West a distance of 8.03 feet;

THENCE North 67°41'31" West a distance of 56.26 feet;

THENCE North 22°18'29" East a distance of 20.00 feet;

THENCE South 67°41'31" East a distance of 36.26 feet;

THENCE North 22°18'29" East a distance of 46.05 feet;

THENCE North 00°08'38" West a distance of 75.39 feet to the Southerly Right of Way line of 20<sup>th</sup> Street;

THENCE North 89°51'22" East along said Southerly Right of Way, a distance of 20.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 5,137 Square Feet or 0.118 Acres, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

## SURVEYORS STATEMENT

I, Paul B. Groves, a Colorado Licensed 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.



Paul B. Groves - on behalf of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38209

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, Colorado 80550  
(970) 686-5011

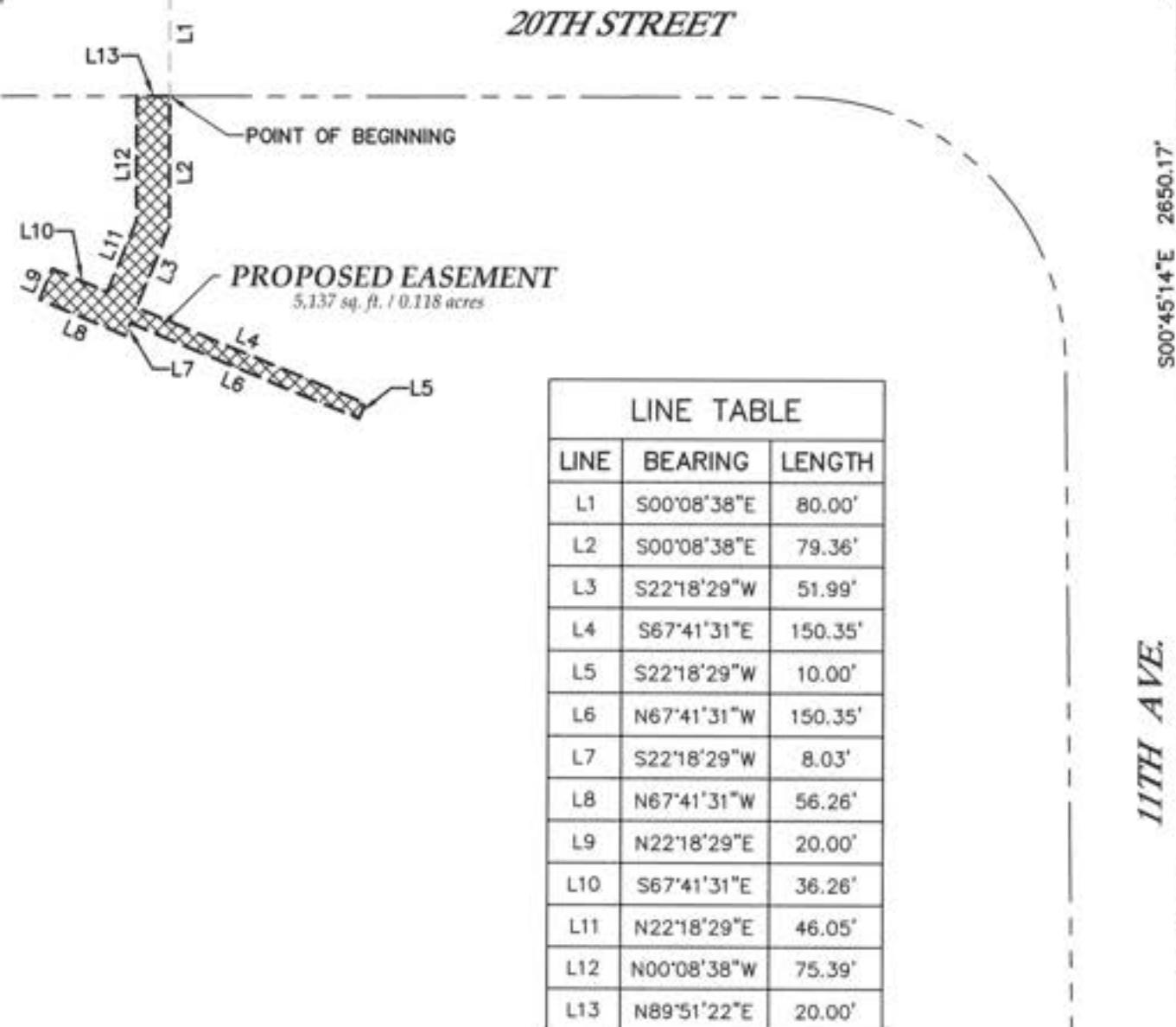
NORTH QUARTER CORNER  
SECTION 18, T.5N. R.65W.  
3 1/4" ALUMINUM CAP ON  
#6 REBAR LS 4242 2005

PAGE 2 OF 2

12TH

NORTHEAST CORNER  
SECTION 18, T.5N. R.65W.  
3 1/4" ALUMINUM CAP ON  
#6 REBAR LS 22098 2002  
POINT OF COMMENCEMENT

BASIS OF BEARINGS S89°51'22"W 2636.13'  
S89°51'22"W 611.20'



Paul B. Groves - On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38209

EAST QUARTER CORNER  
SECTION 18, T.5N. R.65W.  
3 1/4" ALUMINUM CAP ON  
#6 REBAR LS 22098 2003



SCALE IN FEET  
SCALE: 1"=100'

NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

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. (13-80-105 C.R.S. 2012)



KING SURVEYORS

650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
email: contact@KingSurveyors.com

PROJECT NO:20240157-B  
DATE: 12/12/2024  
CLIENT: UNC  
DWG:20240157-B EXH\_01  
DRAWN: PG CHECKED: PG