

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between PUEBLO WEST METROPOLITAN DISTRICT, a Colorado Special District organized pursuant to Colo. Rev. Stat. § 32-1-101 *et seq.*, whose address is 63 E. Spaulding Ave., Pueblo West, Colorado 81007 (hereinafter called “Grantor”), and PUEBLO CITY-COUNTY LIBRARY DISTRICT, a political subdivision of the State of Colorado (hereinafter called “Grantee”), whose legal address is 100 E. Abriendo Ave., Pueblo, CO 81004. Grantor and the Grantee may be collectively referred to herein as the “Parties,” and singularly as a “Party.”

### **RECITALS**

**WHEREAS**, Grantor owns that certain real property known as 61 East Civic Center Plaza, Pueblo West, CO 81007 (the “Grantor Property”); and

**WHEREAS**, Grantee owns the adjacent property known as 298 S Joe Martinez Blvd, Pueblo West, CO 81007 (the “Grantee Property”); and

**WHEREAS**, there is an existing electrical charging station, consisting of an existing 15 foot by 15 foot concrete pad on which certain improvements, including but limited to electric transformers and electric vehicle charging stations are installed (together the “EV Charger”) located as depicted in **Exhibit “A”**; and

**WHEREAS**, the improvements within the EV Charger are owned and operated by third party utility companies and electric vehicle charging station companies which are not Parties to this Agreement; and

**WHEREAS**, the EV Charger is accessed from the Grantee Property; and

**WHEREAS**, Grantor desires to grant and Grantee desires to accept an easement for the continued operation of the EV Charger located upon Grantor and Grantee’s Properties, subject to the terms and conditions set forth herein.

### **AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Grant of Easement**. Grantor does hereby grant and convey unto the Grantee, its employees, agents, assigns and invitees, a non-exclusive easement to enter, construct, repair, replace, remove, operate and maintain one or more electric vehicle charging stations (the “Easement”) over, under and across the real property described below (hereinafter called “Easement Area”):

An existing concrete pad, approximately 15 foot by 15 foot, being a portion of the parcel of land identified herein and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference, also known as 61 East Civic Center Plaza, Pueblo West, CO 81007. APN 611122003.

The Grantee, its employees, agents, or contractors shall have and exercise the right of ingress and egress in, to, over, through and across the Easement Area and surrounding Grantor property, to the extent reasonable, for any purpose needful for the full enjoyment of the Easement.

2. Costs. Except for any increased cost of repair, maintenance, and replacement caused by the Grantor, all costs associated with the EV Charger, including without limitation the construction, repair, maintenance and snow removal shall be borne by the Grantee, its successors and assigns. In the event any damage to the EV Charger is directly attributable to the Grantor, its agents or assigns, the Grantor shall be responsible for the costs of repair.

3. Electric Utility Easement. It is hereby acknowledged that the EV Charger is provided electricity by San Isabel Electric Association, Inc. via an electric utility easement that was granted previously by Grantor pursuant to an Easement Agreement, recorded at Reception No. \_\_\_\_\_ in the Pueblo County Clerk and Recorder's Office. The easement runs to ten (10) feet on either side of the centerline running between Grantor and Grantee's properties, more specifically described as:

WITHIN TRACT 388 STARTING AT TRACT 331, BLOCK 11, LOT 14 AND EXTENDING NORTH WEST APPROX. 12' SOUTH OF PROPERTY LINE PARALLEL TO EXISTING WATER MAIN, THEN 245' PARALLEL TO EXISTING SEWER MAIN APPROX. 10' – 12' AWAY 686' ALONG COUNTY RIGHT-OF-WAY, THEN WEST 610' PARALLEL TO EXISTING SEWER LINE APPROX. 10' – 12' AWAY.

4. Maintenance. The Parties agree to meet annually to determine needed maintenance to the EV Charger and to plan for associated expenditures not otherwise contemplated. Indemnification. To the extent permitted by law, Grantee agrees to indemnify, defend, and hold harmless the Grantor and its officers, directors, employees, agents, from any and all damages and liabilities arising from this Agreement or the EV Charger, whether caused by Grantee or a third party, except to the extent that any damages and liabilities are attributable to Grantor, either in whole or in part. Notwithstanding any provisions to the contrary in this Agreement, each Party is relying on and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as from time to time amended, or otherwise available to the Parties or their respective officers or employees.

5. Subrogation. Each Party hereby agrees not to assert a right of subrogation it may acquire for any claims in relation to this Agreement and/or the EV Charger.

6. Term and Termination. The original term of this Easement shall expire December 12, 2035 (the “Original Term”). Following the Original Term, this Easement shall automatically renew annually (each a “Renewal Period”; the Original Term and the Renewal Periods shall collectively be referred to as the “Term”) unless Grantor or Grantee give written notice to the other not less than thirty (30) days prior to the then current expiration date that it desires to not renew this Agreement. In case the Grantee shall abandon its rights herein granted and cease to use the same, all right, title and interest of the Grantee thereunder shall cease and terminate and the Grantor shall hold the Easement Area, as the same may then be, free from the Grantee’s rights so abandoned and shall own all materials, structures and facilities of the Grantee so abandoned, but nothing herein contained shall be construed as working a forfeiture or abandonment of any interest or right hereunder and not owned by the Grantee at the time of the abandonment of the Grantee’s rights. Grantor may seek costs from Grantee for removal or replacement of any materials, structures or facilities as it deems necessary and in its sole opinion, if Grantee so abandons its rights herein granted.

7. Subjacent and Lateral Support. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the Grantee’s rights herein granted. Grantor shall take no action which would impair the lateral or subjacent support for any of the Grantee’s improvements that may be installed hereunder without notice.

8. Authority. The Grantor warrants that it has full and lawful authority to make the grant herein contained.

9. Annual Appropriation. The Parties respective obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the Parties respective Board of Directors.

10. Merger. This Agreement constitutes the whole agreement between the parties; and no additional or different oral representation, promise, or agreement shall be binding on any of the parties hereto with respect to the subject matter of this instrument unless written and signed by both Parties.

11. Severability. If any provision of this Agreement shall be determined invalid, illegal, or without force by a court of law with valid jurisdiction, or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

12. Recording; Binding Effect. Either Party may record this Agreement in the real estate records of the Office of the Pueblo County Clerk and Recorder. All provisions of this Agreement, including all benefits and burdens, shall run with the land and shall be binding

upon and inure to the benefit of the Parties hereto, and their successors and assigns forever, subject to the provisions hereof.

13. Notice. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given and effective (i) on the date it is delivered personally or by a national overnight courier service or (ii) on the date it is deposited in the United States mail, marked certified or registered, return receipt requested, with postage prepaid, addressed to each party at its address set forth above.

IN WITNESS WHEREOF, Grantor has executed this Easement Deed as of the day and year first above written.

GRANTOR:

**Pueblo West Metropolitan District**, a governmental subdivision of the State of Colorado and a body corporate

By:

Name: Christian J. Heyn  
Title: District Manager

Attest:

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Breann Magnone,  
District Clerk,

#### **ACKNOWLEDGEMENT**

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by  
as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

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

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Notary Public

ACCEPTED by the Pueblo City-County Library District this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

PUEBLO CITY-COUNTY LIBRARY  
DISTRICT

By \_\_\_\_\_  
Fredrick Quintana, President

Attest:

\_\_\_\_\_  
Rose Jubert, Secretary

## EXHIBIT A

