

## PERMANENT ACCESS EASEMENT

This **PERMANENT ACCESS EASEMENT** ("Easement") is granted this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by **LYONS VALLEY TOWNHOMES, LP**, whose legal address is 283 Front Street, Suite 1, Missoula, MT 59802, (the "Owner"), to the **TOWN OF LYONS**, a statutory municipality of the State of Colorado, whose legal address is 432 5th Avenue 80540 (the "Town").

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Grantor, the Grantor hereby grants, bargains, sells and conveys to the Grantees, their successors and permitted assigns, a perpetual non-exclusive easement (the "Easement") for the purpose of ingress and egress to the property known as Sullivan Way in the Town of Lyons, Colorado (the "Property"). The Town's right to enter upon the Easement Parcel, as hereinafter defined, includes ingress and egress to the Owners' Property and shall be for the purposes of roadway maintenance including, but not limited to, maintaining, repairing, paving, street sweeping, and plowing that certain parcel of real property located in the Town of Lyons, Colorado, as more particularly described in **EXHIBIT A**, and shown on **Exhibit B**, both attached hereto and incorporated herein by these references (the "Easement Parcel"). The grant of this Easement is further subject to the following terms and conditions:

1. The Town, its agents, successors and permitted assigns, shall have and exercise the right of permanent and perpetual access, ingress and egress in, on, to, through, over, under, and across the Easement Parcel for access to the Property.
2. The parties hereto agree that this Easement is non-exclusive and, as such, the Owner may grant additional rights, licenses or easements to other individuals or entities for use of the Easement Parcel not in conflict with the Town' use of the Easement Parcel for access purposes.
4. The Owner warrants, covenants, grants, bargains, and agrees to and with the Town that the Owner is so in fee simple, and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances, and restrictions of whatever kind or nature, except matters of record other than those shown on the exceptions to title attached hereto as **Exhibit C**.
6. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Owner and the Town. The rights and responsibilities set forth in this Easement are intended to be covenants on the Easement Parcel and are to run with the land until this Easement is abandoned, or terminated pursuant to the terms set forth herein. This Easement shall be recorded in the real property records of Boulder County, Colorado, and shall serve as notice to and shall be binding upon and inure to the benefit of the Parties and upon the successive owners of Owner's property.
7. If any provision of this Easement is held to be illegal, invalid or unenforceable under present or future laws, such provisions shall be fully severable; this Easement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Easement; and the remaining provisions of this Easement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Easement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Easement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

IN WITNESS WHEREOF, the Owner has executed this instrument this \_\_\_\_\_

day of \_\_\_\_\_, 2020.

OWNER:

\_\_\_\_\_

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

Title:

STATE OF MONTANA)

COUNTY OF \_\_\_\_\_) §

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_.

Witness my hand and seal.

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

[ S E A L ]

\_\_\_\_\_

Notary Public

**EXHIBIT A – EASEMENT DRAWING**

**EXHIBIT B: DESCRIPTION OF THE EASEMENT PARCEL**

**EXHIBIT C: EXCEPTION TO TITLE**